



Commonwealth of Virginia
Virginia Information Technologies Agency

DIGITAL TELEPHONE SYSTEMS

Optional Use Contract

Date: January 29, 2007

Contract #: VA-020715-A&JT

Authorized User: State Agencies, Institutions and Public Bodies
as defined in the VAAP

Contractor: A&J Technologies, Inc.
2215 Tomlynn Street
Richmond, VA 23230

FIN: 54-1275329

Contact Person Brad Williams
Phone: 804-353-2800
Email: bwilliams@ajtech.com

Term: July 16, 2006 – July 15, 2007

Specifications: Pages 41 – 46

Prices: Pages 36 - 40

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Nick Gemelos
Technical Contract Engineer
Phone: 804-786-0159
E-Mail: nick.gemelos@vita.virginia.gov
Fax: 804-371-5969

Doug Leslie
Phone: 804-371-5123
Email: doug.leslie@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-020715-A&JT
EXTRACT CHANGE LOG

[illegible]



COMMONWEALTH *of* VIRGINIA

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219

July 28, 2006

A & J Technologies, Inc.
Casey N. Green
jbauman@ajtech.com
2215 Tomlynn Street
Richmond, VA 23230

Re: Contract # 020715-A&JT Notice of Assignment

Dear Casey N. Green,

As you may be aware, in November 2005, the Commonwealth of Virginia and Northrop Grumman Information Technology, Inc. formed a partnership to modernize the state's information technology infrastructure. Under the Comprehensive Infrastructure Agreement arising from this partnership, Northrop Grumman will be providing the Commonwealth with the equipment and services necessary to build and operate IT infrastructure effective July 1, 2006. You may have already been contacted by Northrop Grumman to establish a contract for future goods and services.

In conjunction with those efforts, Northrop Grumman will be managing the Commonwealth's Executive Branch agencies' (agency listing attached) service/maintenance needs covered by your contract and, therefore, your assistance is requested. This letter shall serve as notice that the Commonwealth is assigning to Northrop Grumman any services/maintenance previously purchased under this contract effective July 1, 2006, including all rights, interest and obligations with the above contract or such unexpired warranty services from the Purchase Orders ("P.O.") attached for the sole purpose of having Northrop Grumman and its contractors provide the Commonwealth with the services set forth in the Comprehensive Infrastructure Agreement.

Attached please find P.O.'s that are currently active from the Commonwealth. Please review and confirm that these are accurate and that there are no others outstanding at this time. If no P.O.'s are attached, please confirm that the Commonwealth has NO active P.O.s for the above contract number that would be affected by this partnership.

Any future maintenance/service orders placed by Northrop Grumman should be invoiced directly to Northrop Grumman. Please send invoices to the address listed on the Northrop Grumman Purchase Order.

Should you have any questions regarding this notice, please do not hesitate to contact me. Your cooperation in support of the Commonwealth's new partnership is greatly appreciated.

Sincerely,

Tammy Trexler
Tammy.Trexler@vita.virginia.gov
Supply Chain Management
VITA

Cc: George Vrtiak

**MODIFICATION # 5
TO
CONTRACT NUMBER VA-020715-A&JT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
A&J TECHNOLOGIES, INC.**

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and A&J TECHNOLOGIES, INC. hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-020715-A&JT, as modified.

Both of the above referenced parties agree to the following:

Reference: Page C-14, Paragraph 41 entitled "Term":

The term of Contract VA-020715-A&JT shall be extended from July 16, 2006 through July 15, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020715-A&JT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

A&J TECHNOLOGIES, Inc.

BY: 

NAME: Tim Delph

TITLE: President

DATE: 5-15-06

COMMONWEALTH OF VIRGINIA

BY: 

NAME: J. B. Edmonds

TITLE: Acquisition Manager

DATE: 5/15/06

**MODIFICATION #4
TO
CONTRACT NUMBER VA-020715-A&JT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
A & J TECHNOLOGIES, INC.**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and A & J Technologies, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-020715-A&JT, as modified.

Both of the above referenced parties agree to the following:

Reference: Page C-14, Paragraph 41 entitled "Term":

The term of Contract VA-020715-A&JT shall be extended from July 16, 2005 through July 15, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020715-A&JT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF
EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY
AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

A & J TECHNOLOGIES, INC.

BY: John A. Hays

NAME: John A. Hays

TITLE: President

DATE: 7/2/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/11/05

**MODIFICATION #3
TO
CONTRACT NUMBER VA-020715-A&JT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
A & J TECHNOLOGIES, INC.**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and A & J Technologies, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-020715-A&JT, as modified.

Reference: Page C-5, Paragraph 16 entitled "Changes to the Contract":

Both parties agree to revise the Price Schedule for NEC products as follows:

<u>Product</u>	<u>Price</u>
Caller ID Card*	\$279.00

*One Caller ID Card is included in the standard Total System Unit cost. The price shown is for any additional card(s) requested.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020715-A&JT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

A & J TECHNOLOGIES, INC.

BY: PAUL BOXTON

NAME: PAUL BOXTON

TITLE: Senior Acct. Mgr.

DATE: 1/24/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 1/26/05

**MODIFICATION #2
TO
CONTRACT NUMBER VA-020715-A&JT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
A & J TECHNOLOGIES, INC.**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and A & J Technologies, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-020715-A&JT, as modified.

Reference: Page C-5, Paragraph 16 entitled "Changes to the Contract":

Both parties agree to the addition of an Automatic Call Distributor (ACD) product to the Agreement as follows:

<u>Product</u>	<u>Manufacturer</u>	<u>Price</u>
NE750501	NEC	\$2,600.00
Installation	N/A	\$600.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020715-A&JT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

A & J TECHNOLOGIES, INC.

BY: 

NAME: JOHN A. HAYS

TITLE: PRESIDENT

DATE: 9/22/04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 9/27/04

**MODIFICATION #1
TO
CONTRACT NUMBER VA-020715-A&JT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
A & J TECHNOLOGIES, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and A & J Technologies, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-020715-A&JT, as modified.

Both of the above referenced parties agree to the following:

Reference: Page C-14, Paragraph 41 entitled "Term":

The term of Contract VA-020715-A&JT shall be extended from July 16, 2004 through July 15, 2005.

Reference: Page C-5, Paragraph 16 entitled "Changes to the Contract":


The Virginia General Assembly passed legislation that abolished the Department of Information Technology (DIT) as of July 1, 2003. All activities and functions of DIT have been consolidated into a new agency that is the Virginia Information Technologies Agency (VITA). Therefore, for purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020715-A&JT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF
EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY
AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

A & J TECHNOLOGIES, INC.

BY: 

NAME: PAUL BOSTON

TITLE: ACCOUNT MANAGER

DATE: 7/12/04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/16/04

SOLICITATION, OFFER AND AWARD
DATA PROCESSING / TELECOMMUNICATIONS

FIN:

1. Contract No: VA-020715-A9JT	2. IFB No: 2002-045	3. Date Issued: Jun 4, 2002	Date Due: Jun 18, 2002	4. APR 78	5. Approval No: DI15
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For Information Call: David Butler (804) 371-5990

6. ISSUING OFFICE:

Department of Information Technology
Acquisition Services Division
110 S. 7th Street, Lobby Floor
Richmond, Va. 23219-9300
ATTN: Bid Section

7. SHIP TO:

Dept. of Information Technology
ATTN: Stuart Thacker
110 South 7th Street
1st Floor
Richmond, VA 23219-3931

SOLICITATION

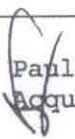
8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Jun 18, 2002.

CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions

This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 9; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-30; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time Jun 18, 2002, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.

All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.

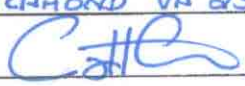
 Paul H. Dodson, Director
Acquisition Services

Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR:

Company Name: **ATJ TECHNOLOGIES**
Address: **2215 TOLLYNN ST.**
City, State: **RICHMOND VA 23230**
Signature: 
Name (Typed): **Casey H. Green**
Title: **SALES**
Phone: **804-353-2800**

10. BILL TO:

Dept. of Information Technology
ATTN: Accounts Payable
110 South 7th Street
3rd Floor
Richmond, VA 23219-3931

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
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As identified on Attachment "B"
INCORPORATED HEREIN

PER order

7-15-02

14. Name of Contracting Officer:

Jeff Davis
Contracts Manager

15. COMMONWEALTH OF VIRGINIA

By: 

PAGES:

1 of 9

ATTACHMENT B

Attachment "B" to contract VA-020715-A&JT as identified in block 1, Form 62, page 1.
This Attachment B is incorporated into and made an integral part of Contract VA-020715-A&JT.

Contractor: A&J Technologies, Inc. Configuration: NEC America

List of locations awarded under IFB 2002-045:

Amelia County	Prince George County
Appomattox County	Rappahannock County
Buchanan	Richmond County
Buckingham County	Spotsylvania County
Campbell County	Stafford County
Caroline County	Surry County
Charles City	Sussex County
Charlotte County	York County
Chesterfield County	Buena Vista
Culpeper County	Charlottesville
Dinwiddie County	Colonial Heights
Fauquier County	Emporia
Gloucester County	Fredericksburg
Goochland County	Hampton
Greensville County	Hopewell
Halifax County	Lynchburg
Hanover County	Manassas
Henrico County	Manassas Park
Isle of Wight County	Newport News
James City County	Norfolk
King & Queen County	Petersburg
King George County	Portsmouth
Louisa County	Richmond
Mathews County	Suffolk
New Kent County	Virginia Beach
Northampton County	Waynesboro
Orange County	Williamsburg
Powhatan County	
Prince Edward County	

DIT-62A		SCHEDULE		IFB NO.		Page:	
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NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS		
			(RDD) 30 DAYS ARO				
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE		
	<p>The Virginia Department of Information Technology (DIT) desires to establish a statewide term master contract with one or more manufacturers or authorized resellers to provide, on an as needed basis, Digital Hybrid Telephone Systems or Digital Multi-Functional Telephone Systems.</p> <p>See Appendix A for the mandatory system requirements, technical specifications of equipment required and Price Schedule.</p> <p>Bidders shall also complete the following:</p> <ol style="list-style-type: none"> 1. Optional Telecommunications Equipment Price Schedule 2. Optional Ancillary/Peripheral Equipment Price Schedule 3. Optional Horizontal Cabling Price Schedule 4. Optional Vertical (Backbone) Cabling Price Schedule 5. Optional Patch Panel Price Schedule 6. Optional Telephone System Installations, Moves, Adds, and Changes (MACs) Price Schedule 7. Post Warranty Full-Service Maintenance Add-On Costs and Post Warranty Full-Service Maintenance Sheets. 8. Complete Appendix B, Client References. 9. Complete Appendix C, List of Locations for which Bidder will provide On-Site support. <p>NOTE #1: All of the above information must be provided and complete in order for bidders to be considered responsive.</p> <p>NOTE #2: All prices submitted shall include DIT's Industrial Fund Adjustments (IFA).</p>						

SEE: PRICE
SCHEDULE
CHAPTER 7
=

will comply

DIT-62A	SCHEDULE	IFB NO.	Page:
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NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:	INITIALS
		(RDD) 30 DAYS ARO	

1. The Department of Information Technology (DIT) desires to establish a statewide term master contract with one or more authorized Manufacturers or Resellers to provide, on an as needed basis, digital hybrid telephone systems or digital multi-functional telephone systems and systems components for the Commonwealth of Virginia (COV) agencies, institutions and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users". Bidders who responded to IFB 2002-16 previously shall provide only one copy of the signed Invitation for Bids and no reference manuals if the same models/configurations are bid. New bidders are required to provide two copies of their bids and only one copy of reference manuals is required.
2. This solicitation is a reissuance of the previous IFB #2002-16, which was canceled for administrative reasons. Bidders must provide all of the information requested in the Invitation For Bids in order to be responsive. Insertion of additional terms and conditions or objection to the terms and conditions attached to the IFB will also result in rejection of bids.
3. DIT reserves the right to make multiple awards. Awards will be made to the single manufacturer or reseller, for each selected model of product, offering the products at the lowest evaluated prices. Responsive bids, within product lines will then be evaluated based on a "market basket" of products and services which are selected by DIT for comparison purposes. The market basket will consist of the quantities of products and services comprising the models configured in the schedule to make the comparison "real world". This action will allow price comparison among offerors for each manufacturer (Brand) represented. See Appendix A for the mandatory system requirements, technical specifications of equipment required and Price Schedule. Contracts awarded will be non-mandatory.
4. Bidders shall propose a system that minimally, can accommodate base unit requirements as well as, subsequent incremental increases as indicated in Appendix A. The system proposed shall be able to migrate from a "base unit" of eight (8) stations to a total of forty eight (48) stations by installing additional station cards, CO line cards, and/or an additional system shelf. Bidders shall complete the Equipment Lists and Price Schedules as required in Appendix A. Vendors must respond to ALL items listed on the Equipment Lists and Price Schedules. ALL SPACES FOR PRICES MUST BE FILLED.
5. Awards if made, will be to responsive and responsible bidders with the lowest evaluated prices for up to four (4) differing models based on the counties and cities they support within the Commonwealth. These will be the geographic areas that they will be limited to in awarding contracts. Bidders must have a service support center within 150 miles of the furthest reach of the counties and cities included in their bid (See Appendix C). The bidder must have a formal relationship with manufacturer's system bid covering aforementioned geographic areas and service support areas. Awards may be made to a subset of the counties and cities specified by the bidder until the Commonwealth reaches maximum coverage.

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NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:		INITIALS
		(RDD) 30 DAYS ARO		

6. The term of the awarded contracts shall be two (2) years with three (3) one-year renewals. Renewals shall be at the option of the Commonwealth. The Commonwealth will notify the contractor thirty (30) days prior to the expiration of the current term of its intent to renew the contract for additional periods. Resulting contracts will be open to all Authorized Users.
7. Descriptions of the features called for in this bid are contained in the "glossary" as published by the Gartner Group's DataPro Information Services. Please contact Gartner Group at (941) 561-4997 to obtain this information.
8. Bidders responding to this solicitation must have been installing and supporting the proposed equipment for at least two (2) years preceding the bid due date. Bidders must also agree to all of the mandatory requirements, without exception, in order for their products to be considered.
9. DIT wishes to simplify the acquisition of digital hybrid telephone systems or digital multi-functional telephone systems and components within the state by offering public bodies the lowest prices and highest level of service available in the marketplace for limited upgrades or expansion of their existing systems.
10. Bidders shall propose a systems manufacturer's line of equipment that has been supplying systems for at least ten (10) years. Bidders shall list prices on their proposed components of equipment as indicated in Appendix A. Bidders may bid on one or more manufacturer's line of equipment. Separate bids shall be submitted for each model/configuration and identified as such. Vendor shall provide price quotes on all generic peripherals and services that are listed in the Schedule. One copy of all referenced manuals must be provided with vendor's bid. This does not apply for vendors who have previously bid on the same items.
11. Bidders shall clearly and specifically identify the product(s) being offered and new bidders shall enclose the complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product(s) offered meet the specifications requirements of this IFB. FAILURE TO DO SO MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE.
12. Vendor shall provide on-site warranty on all products for a period of two years or the manufacturer's warranty, whichever is greater. Warranty shall begin on date of acceptance by the user. The proposing offeror must have a formal relationship with the manufacturer that guarantees the bidder and subsequently the Commonwealth, direct access to the manufacturer's warranty and product support personnel. Proof of a formal relationship must be provided with the offeror's bid. Acceptable proof includes copies of "Dealer Authorization" or a signed copy of the attached "Vendor Dealer Authorization". See Appendix A and mandatory Terms and Conditions for further specific warranty requirements.

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		(RDD) 30 DAYS ARO	

13. Vendor agrees that all items proposed and sold under this contract shall be offered to the Commonwealth at or below the lowest price the vendor sells such product(s) to any other "Authorized User" within the Commonwealth.

14. Vendors shall provide on-site warranty backup and daily routine maintenance in accordance with specific response times of warranty/maintenance requirements in attached mandatory terms and conditions to any location within the county/city/geographical area for which a contract is awarded for installed systems. This on-site response assumes that service personnel are located no more than 150 miles from any point within the contractors area of responsibility. Bidders shall complete Appendix C for a list of locations for which on-site support will be provided.

15. Vendor must provide the Commonwealth with a verifiable maintenance support plan, which identifies authorized service providers located within the counties/cities bid including a list of employees trained on proposed equipment. Location of personnel for telephonic support may be centrally located. Names, addresses and telephone numbers of service representatives and support location shall be provided on page 9 of this solicitation. FAILURE TO PROVIDE THIS INFORMATION SHALL RENDER YOUR BID NON-RESPONSIVE.

16. Bidders shall provide the names of three (3) references where they have installed the telephone system being proposed. References should be firms with a majority of the telephone system components being proposed in this bid specification response. Please provide references on Client Reference forms provided in Appendix B.

17. Service providers must be backed by the manufacturer with a complete line of parts for the equipment furnished and must be available for a period of at least five (5) years from the date of contract termination. All parts used in the repair of the telecommunications equipment furnished under this contract must be the exact replacement part specified and supplied by the manufacturer. Any exceptions necessary because of part unavailability or other unusual circumstances must have the prior approval of the user purchasing agent.

18. System Registration and Classification: The required telecommunications systems shall be registered with the Federal Communications Commission (FCC) as a digital hybrid telephone system or digital multi-functional telecommunications system and shall operate utilizing DTMF signaling and a maximum of four twisted pair wiring to each instrument. In addition to the telephone equipment, the system shall include station equipment and station cable as well as ancillary equipment. The system shall employ digital switching technology that utilizes time division multiplexing (TDM) and pulse code modulation (PCM). These systems shall be capable of integrated voice and data switching internally among devices and circuits connected to the system.

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		(RDD) 30 DAYS ARO	

19. The Commonwealth reserves the right to request any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems necessary to evaluate the bidders offer.

20. The bidder must agree to provide the Commonwealth's Authorized User pre-sale consultation at no charge. Such services shall be required during normal business hours. The bidder should address the extent of pre-sales consultation offered in their response.

21. Response Format: Bidders shall organize their responses in the same order as that in which the requirements and specifications are presented in Appendix A of this IFB. Where reference spaces are provided, bidders shall identify the place (page, paragraph and specific manual) in the attached reference documentation the item bid complies with the requirement or specification. New bidders are required to provide only one copy of the reference materials.

22. Equipment Compatibility Standards: All equipment directly connected to the public network shall be registered with the Federal Communications Commission under Part 68, FCC Rules and Regulations. The system shall interface with the Local Telephone Network. All wiring shall comply with the National Electric Code. All trunk supervision and signaling, and all transmission parameters shall comply with with the Electronic Industry Association (EIA) standards. In addition, the bidder shall comply with the Virginia Uniform Statewide Building Code, which by reference includes the National Electric Code (NEC) and the National Fire Protection Association (NFPA). All protection devices, switching frames, and power busbars shall be grounded in accordance with the Virginia Uniform Statewide Building Code.
NOTE: The Commonwealth of Virginia will not accept carbon block protection.

23. Transportation is the responsibility of the vendor and shall be included in the unit price. Unit prices for all items shall be specified as defined in paragraph #27 below. Except when otherwise specified herein, all items shall be F.O.B. destination delivered any point within the geographical area as directed by ordering governmental entities.

24. Bidder responses to requirements and specifications of the IFB shall be verifiable from standard data sheets, specifications sheets, published advertising, and/or sales literature normally supplied by the manufacturers of the items bid. This information shall be provided for all major items and components and shall be included, as an attachment, with each bid submitted. Photocopies of original documents are acceptable. FAILURE TO PROVIDE ADEQUATE REFERENCE DOCUMENTATION MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE. This information is not required of previous bidders on the same equipment.

25. Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

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26. New bidders shall provide ordering entity's operations and maintenance manuals for each type of equipment requested including wiring diagrams and parts/accessories lists. See Appendix A, Section 15.H. for additional information.

27. The vendor shall supply, at the proposed unit price, all hardware, software or other items considered standard, advertised as being included or which may be necessary for operation of the proposed item. The bid price shall include all applicable freight and installation charges as well as the IFA. Additional charges will NOT be allowed.

28. The Contractor may substitute or replace products that are of equal or greater value than the products ordered only upon the written authorization of the Contracts Manager, DIT. Any request for substitution or replacement must be submitted in writing by the Contractor to the Contracts Manager, DIT. The cost shall not exceed the price being paid for the item being substituted or replaced.

29. All training requirements for station users, voice mail, voice mail systems administration, call accounting system training and trainer requirements are specifically defined in Appendix A, Technical Requirements, Section 15.

30. IDENTIFICATION OF BID: Bidders shall submit signed bids in a sealed envelope or package identified as follows:

From:

Name of Bidder	Due Date: _____	Time: _____
Street or Box Number	IFB Number: _____	
City, State, Zip Code	IFB Title: _____	
Name of Contract Officer		

The envelope should be addressed as directed in block #6, page 1 of the solicitation. Bids may be hand delivered or mailed to the designated location in the office issuing the solicitation.

31. By responding, the bidder agrees that the products are to be provided solely under the Contractual terms and conditions attached to this solicitation and the provisions as delineated in this solicitation document. Any terms and conditions clarifications and/or additions thereof contained in the vendor response or supplementary material provided with or subsequent to the bid will not apply to any transaction under the contract and may render the vendor's bid non-responsive.

32. Neither DIT or the using agency will sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the Contracts Manager, DIT, shall have no validity and the attached terms and conditions shall supercede all such agreements. Bidders should read and understand all of the terms and conditions prior to submission of a bid.

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		(RDD) 30 DAYS ARO	

33. Any questions concerning this solicitation must be submitted, in writing, to the attention of J.B. Edmonds at the address listed in Block #6, page 1, of this solicitation no later than June 12, 2002. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2002-045". Written questions may also be submitted via facsimile to (804) 371-5969 or via e-mail to jedmonds@dit.state.va.us No response will be furnished to telephone calls.

34. The Acquisition Services Division of DIT maintains a web site with a URL of <http://asd.state.va.us> This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly.

35. Results of this solicitation will not be given out by telephone. Vendors wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and the IFB number. Awards will also be posted to the ASD web site <http://asd.state.va.us>

36. BIDS WILL NOT BE CONSIDERED IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A registration form may be obtained by calling (804) 371-5900 or by contacting the Acquisition Services Division web site, at the above URL. The completed form must be received by DIT not later than the award date in order for the bid to be considered.

37. Bidders responding to this solicitation shall currently hold a valid Contractor's License and Registration with a "Special Services Classification" to perform "Electronic/communications service contracting." Bidders shall provide their current Contractor's License Number and identify the type of license held in the space below. See paragraph #51 in the attached terms and conditions.

License Number: 2701 027634 Type: A

38. Price adjustments may only be permitted as defined in the attached Mandatory Terms and Conditions.

39. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation For Bids. Please place this number in the space provided on page 1. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

40. Vendors are advised to read and understand paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" (IFA) in the Terms and Conditions. FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE AND SUBJECT THIS AGREEMENT TO TERMINATION AND CANCELLATION.

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41. All vendors are reminded to sign and return Attachment "A" to IFB 2002-045, Certification Regarding Lobbying.
42. Bidders must be registered with the Electronic Virginia procurement solution (eVa) prior to award. Bidders who are not registered with eVa will not be eligible for award. To register, visit: <http://www.eva.state.va.us>.

PLEASE PLACE THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF SERVICE ORGANIZATION SUPPORT LOCATIONS REQUESTED IN PARAGRAPH 15 IN THE SPACE BELOW:

A+J TECHNOLOGIES
 2215 TOMLYNN ST.
 RICHMOND VA 23230
 (804)-353-2800

APPENDIX A

HYBRID TELEPHONE SYSTEM STATE CONTRACT

I. Mandatory System Requirements

1. Bidder shall propose a system that, minimally, can accommodate the following "base unit" requirements" and then subsequent incremental increases:

	NUMBER DIGITAL STATIONS	NUMBER CO LINES	NUMBER INTERCOM PATHS
Base Unit	8	2	1
12/3/1 Model	12	3	1
16/4/1 Model	16	4	1
20/5/2 Model	20	5	2
24/6/2 Model	24	6	2
28/7/2 Model	28	7	2
32/8/2 Model	32	8	2
36/9/3 Model	36	9	3
40/10/3 Model	40	10	3
44/11/3 Model	44	11	3
48/12/3 Model	48	12	3

2. Bidder shall specify at what size in digital stations and CO lines the initial key service unit (KSU) would be obsolete and would require a new and larger KSU. All sizes and categories must be bid.

WHEN GOING TO 44/11/3 MODEL
NEED ADD'L EXPANSION KSU

- #### II. Technical Requirements – NOTE: The following are minimum technical requirements. If bidder's proposed system has additional system or station features, please include them on a separate reference sheet.

1. Required Digital System Features

1.1 System Features

SYSTEM Stored-program microprocessor control

TECHNOLOGY Solid-state time division switch matrix

SIGNALING DTMF

1.2 System Features

- 1.2.1 Flexible ringing
Reference FEAT / SPECS F-11
- 1.2.2 Night transfer
Reference FEAT / SPECS N-9
- 1.2.3 Flexible line assignment (non-square system capability)
Reference FEAT / SPECS F-7
- 1.2.4 Add on conference – one simultaneous conference call with a minimum of 3 parties (1 internal call and 2 external calls; or 2 internal calls and 1 external call)
Reference USER GUIDE - TELEPHONE
- 1.2.5 System speed call (minimum 30 numbers)
Reference FEAT / SPECS S-35
- 1.2.6 DTMF dialing
Reference GEN. DESCR. 5-15
- 1.2.7 Privacy on all central office/Centrex lines
Reference FEAT / SPECS P-15
- 1.2.8 Privacy on all intercom calls
Reference FEAT / SPECS P-15
- 1.2.9 Music on-hold interface
Reference FEAT / SPECS M-15
- 1.2.10 Direct Inward Dial (DID)
Reference FEAT / SPECS D-25
- 1.2.11 Call Park
Reference FEAT / SPECS C-37
- 1.2.12 Call Pick-up, Directed & Group
Reference FEAT / SPECS C-39-43
- 1.2.13 Do Not Disturb
Reference FEAT / SPECS D-39
- 1.2.14 Call Forwarding – Busy, No Answer – based on calls originating from inside or outside the system
Reference FEAT / SPECS C-21-25

- 1.2.15 Station Message Detail Recording with RS-232 Output. IP output is acceptable if the bidder can meet all the other SMDR/call accounting technical requirements and the SMDR information can be printed in hard copy format.

Reference FERT/SPECS S-43

- 1.2.16 Loudspeaker Paging Port or equivalent. Bidders shall specify telephone system interface (i.e. 24V Valcom) that will accommodate an analog loudspeaker paging system.

Reference 24V. CO PORT
SUT PORT
ELR CARD (20NES)

- 1.2.17 System memory shall be non-volatile to prevent loss of programmable system features when a commercial power failure occurs.

Reference SYSTEM HARDWARE 2-13

- 1.2.18 System shall have the capability of accommodating Caller Identification (ID) by adding cards.

Reference FERT/SPECS C-17

2. Required Digital Station Features

2.1 Digital Station Features

- 2.1.1 Adjustable ringing control on each telephone

Reference TELEPHONE USER GUIDE
P/S 12-15

- 2.1.2 Adjustable volume control on each telephone

Reference USER GUIDE

- 2.1.3 Call hold

Reference USER GUIDE

- 2.1.4 Call transfer

Reference USER GUIDE

- 2.1.5 All telephones shall have line cords that are a minimum of 14 feet in length (all cords modular).

Reference WILL COMPLY

- 2.1.6 All telephones shall have receiver cords that are a minimum of 9 feet in length (all cords modular).

Reference WILL COMPLY

- 2.1.7 Station speed call (minimum 10, 15 digit telephone numbers)

Reference FERT SPEC S-29 (20)

- 2.1.8 Line restriction capability per station
Reference FEST/SPES R-13
- 2.1.9 Modular jacks with all telephones
Reference WILL COMPLY
- 2.1.10 Do not disturb
Reference FEST/SPES D-39
- 2.1.11 Hands-free answerback on intercom calls
Reference FEST/SPES H-3
- 2.1.12 Last number redial
Reference FEST/SPES R-7
- 2.1.13 All call and individual paging through internal intercom speakers on each telephone
Reference USER GUIDE
- 2.1.14 Multi-button telephones shall be capable of being speakerphone equipped. Speakerphone shall, at a minimum, be half duplex.
Reference NR PHONE BROCHURE
- 2.1.15 All telephones shall be the same color
Reference WILL COMPLY
- 2.1.16 Station call forwarding
Reference USER GUIDE
- 2.1.17 Station hunting
Reference FEST/SPES S-41
- 2.1.18 Telephones shall be capable of being equipped with hearing amplified handsets
Reference WILL COMPLY
- 2.1.19 All telephones shall be capable of being wall mounted
Reference YES, NO ADD'L HARDWARE
- 2.1.20 Bidder shall quote pricing to provide and install the following: (1) a multi-button telephone with a minimum of ten (10) programmable buttons for CO/Centrex lines and/or features; and (2) a multi-button telephone with a minimum of twenty (20)

4 16 BUTTON =
32 BUTTON = NEXT PAGE

programmable buttons for CO/Centrex lines and/or features.

Reference 16 BUTTON : 204 :- INSTALLED
32 BUTTON : 242 :-

- 2.1.21 Multi-button electronic telephone sets shall have a liquid crystal display (LCD) with Caller Identification (Caller ID) capability.

Reference USER GUIDE / BROCHURE

- 2.1.22 Message Waiting Visual Indication (for stored voice mail messages)

Reference PHONE BROCHURE

- 2.1.23 Mute button

Reference USER GUIDE

- 2.1.24 Bidder shall propose a headset/starset that is compatible with a multi-line electronic set.

Reference NEC HEADSETS (WILL COMPLY)

- 2.1.25 Text Telephone Capability – digital sets shall be capable of interfacing with a text telephone device (TDD).

Reference WILL COMPLY
NEED SLT ADAPTER

- 2.1.26 All station related system features shall be button accessible on digital sets and code accessible on analog sets requested in this IFB.

Reference SLT USER GUIDE

3. Direct Station Selection (DSS)/Busy Lamp Field (BLF)

- 3.1 Bidder shall provide and install either of the following:

- (1) minimum 24 station capacity DSS/BLF; or
- (2) minimum 48 station capacity DSS/BLF.

The DSS/BLF shall be a separate unit from the proposed telephone instrument.

Reference 600 BUTTON DSS CONSOLE
PHONE BROCHURE

4. Required Analog (2500 set or equivalent) Station Features

4.1 2500 Set Requirements

- 4.1.1 Call Hold – Code Activated

Reference SLT USER GUIDE

- 4.1.2 Call Waiting
Reference FEST/SPELS C-1
- 4.1.3 Consultation Hold
Reference FEST/SPELS H-9
SLT USER GUIDE
- 4.1.4 Call Transfer
Reference SLT USER GUIDE P.3
- 4.1.5 Add-on Conference – one simultaneous conference call with a minimum of 3 parties (1 internal call and 2 external calls; or 2 internal calls and 1 external call)
Reference SLT USER GUIDE P.4
- 4.1.6 Last Number Redial
Reference SLT USER GUIDE
- 4.1.7 Station Speed Call, 10 15-digit Telephone Numbers Minimum
Reference 20-16 DIGIT
SAME AS DIGITAL STATION
- 4.1.8 Visual Message Waiting Indication (for stored voice mail messages)
Reference SEE SLT PHONE BROCHURE
- 4.1.9 Text Telephone Compatibility – Analog sets must be capable of interfacing with a text telephone device.
Reference ALL SLT SETS COMPLY
- 4.1.10 All station related system features shall be button accessible on digital sets and code accessible on analog sets.
Reference FEST/SPELS S-13

5. Optional Voice Mail System (VMS)/Automated Attendant (AA) Requirements

- 5.1 Overview - The Voice Mail System (VMS) shall be fully integrated and compatible with the telephone system. Calls shall directly forward from an extension of the telephone system to the appropriate voice mailbox of the VMS without any additional action on the part of the caller. The VMS shall activate the Message Waiting feature of the appropriate telephone system station within fifteen (15) seconds after a message is received in

the corresponding voice mailbox; and deactivate the message waiting feature within fifteen (15) seconds after the last message is reviewed. The VMS shall include all hardware and software to provide a fully functioning system. The additional telephone system hardware and software required to support the installation of the VMS **shall not reduce** any of the capacities required elsewhere in this solicitation.

5.1.1 Installed System Size - The VMS shall be wired with 2 ports and include all required components.

Reference HARDWARE SPECS 1-1

5.1.2 Expansion Size - The system shall be, minimally, expandable to 8 ports. The initially installed system shall be configured to support this expansion with only the installation of the additional interface circuit boards and/or system memory. All other VMS and telephone system hardware and software shall be in place at cutover.

Reference HARDWARE SPECS 1-1

5.1.3 Initial System Storage Capacity - The system shall be initially installed with a minimum of **four** hours' storage for recorded Greeting, Announcements, and Messages.

Reference VMS BROCHURE

5.1.4 The system shall be, minimally, expandable to 24 hours' of stored voice. The initially installed system shall be configured to support this expansion with only the installation of additional interface circuit boards and/or system memory. **All** other VMS hardware and software shall be in place at cutover.

Reference 180 HOURS
VMS BROCHURE

5.1.5 The system shall include a system administration terminal consisting of, minimally, a cathode ray tube (CRT) and keyboard; and shall have the capability to output data to a printer. Bidder shall specify what equipment is necessary to make this microcomputer in this building fully functional and operational for VMS use only.

Reference SEE VMS BROCHURE
USES DISPLAY PHONE FOR ADMIN.

5.2 Required Features

- 5.2.1 The VMS shall enable the greeting of each voice mailbox to be individually recorded with a personalized message that is played to callers accessing mailboxes within the system.
Reference VMS USER GUIDE
- 5.2.2 The VMS shall allow callers calling from DTMF telephones to utilize all available features of the system.
Reference VMS USER GUIDE P. 7
- 5.2.3 The VMS shall route calls from rotary dial (dial pulse) telephones to a "live attendant". If a bidder has a VMS that will allow rotary dial callers to utilize the VMS functions, that is acceptable but **not** a bid requirement.
Reference VMS . REFERENCE 12. 1
- 5.2.4 Upon accessing the VMS, DTMF callers shall have the option of dialing a code to be transferred to a "live attendant".
Reference VMS REF. 12.1
- 5.2.5 The VMS shall allow individual telephone system extensions to be established as the "live attendant" for each mailbox.
Reference VMS REF 12-5
- 5.2.6 The VMS shall provide callers verbal instructions on the use of the system. The following minimum capabilities shall be provided:
-Record message
-Review message (Message Play Back)
-Delete message (Erase Message)
-Record new message
-Transfer to the "live attendant"
-Dial another telephone system extension
-Access to a directory of names, extension numbers, departments, etc.
Reference VMS USER GUIDE
- 5.2.7 The VMS shall not allow callers accessing the system to place outbound calls over the telephone system's trunks. The VMS shall immediately disconnect the call when any attempt to place a call over the telephone system's trunks is made.
Reference FOOT/SALES R.113
IS NOT ALLOWED

- 5.2.8 The VMS shall record the time and date each message is received.
Reference VMS USER GUIDE
- 5.2.9 Access to messages and announcements stored in each mailbox shall be password protected.
Reference VMS REF. 19-1
- 5.2.10 Access Passwords shall be user definable and variable in length.
Reference VMS REF. 19-1
- 5.2.11 The VMS shall, minimally, allow mailbox users to access the system from DTMF telephones internal or external to the telephone system.
Reference VMS USER GUIDE
- 5.2.12 VMS mailbox holders shall be, minimally, capable of performing the following functions:
-Access mailbox
-Record greeting
-Review greeting
-Change greeting
-Play messages
-Repeat message
-Delete message
-Scroll through messages
-Forward messages to other mailboxes with or without an attached verbal flag
-Originate and send message(s) to single or multiple voice mailboxes
-Acknowledge delivery of messages originated
-Determine time and date of messages received
Reference VMS USER GUIDE
- 5.2.13 The VMS shall have a system administration function with, minimally, the following capabilities:
-Ability to establish new mailboxes
-Ability to allocate storage to new or existing mailboxes
-Ability to change password of mailboxes
-Ability to access user mailboxes to change or delete greetings, messages, and/or announcements
-Ability to purge system of stored messages based on date messages were received
Reference VMS REF. 19-1 → 20-5

5.2.14

Bidder shall provide a list of voice mail system management reports that the proposed voice mail system can provide:

USAGE REPORTS (SYSTEM)

DIRECTORY REPORTS

BUSY REPORTS

CALL LOG

ERROR LOG

USER USAGE REPORTS (MAILBOX)

GROUP REPORTS - LISTS

VMS - REFERENCE CHAP 16

Reference

CG

5.3 Automated Attendant Requirements

5.3.1

The automated attendant system shall enable callers placing incoming calls to the agency to bypass the attendant console and directly dial the extension number of the desired party. An automated attendant system that enables callers placing incoming calls to the agency to dial a particular department and then obtain a menu of the selected work groups and/or individuals within that particular department.

Reference VMS USER GUIDE

5.3.2

The automated attendant proposed shall be fully compatible and integrated with the proposed telephone system.

Reference CARD BASED SYSTEM
INTEGRATED IN KSU

VMS-REF 2-5

- 5.3.3 All incoming calls directed to the attendant console shall be answered by the automated attendant system within three (3) rings. State the minimum and maximum number of rings the automated attendant system can be programmed to answer incoming calls.
Reference 1 THRU 12 RINGS
- 5.3.4 The automated attendant shall process all incoming calls with a distinct greeting and call routing options for each type of call.
Reference VMS USER GUIDE
- 5.3.5 The automated attendant shall be capable of functioning either in the "primary" or "secondary" attendant. While in the primary position, the automated attendant will be the first choice option for answering incoming attendant calls; when used in the secondary position, the system will handle "overflow" calls from the attendant console.
Reference VMS REF 12-1
ANSWER NEVER, ALWAYS, OVERFLOW
- 5.3.6 Upon answering an incoming call, the system shall provide an initial announcement advising callers that their calls are being processed by an automated system. The announcement shall also provide instructions on the manipulation of the system to allow the callers to transfer their calls directly to the desired extension number.
Reference VMS USER GUIDE
- 5.3.7 The automated attendant shall allow callers whose calls originate from DTMF dial telephones to manipulate the features of the system; however, calls originating from dial pulse (rotary dial) telephones shall be automatically transferred to a "live" attendant.
Reference ROTARY TSP TO ATTENDANT
- 5.3.8 The automated attendant system shall provide an on-line audible directory of the names and extension numbers of personnel, departments, and other services accessible via the system.
Reference VMS USER GUIDE
- 5.3.9 Callers whose calls originate from DTMF dial telephones shall have the following options for call processing:

◆Ability to immediately dial a known extension number.

◆Ability to contact a live attendant.

◆Ability to access audible directory.

◆Ability to dial the selected extension directly from the on-line directory.

Reference VMS USER GUIDE

5.3.10 The following options shall be available within each menu created within the system:

◆Ability to have the entire menu or last item from the menu repeated.

◆Ability to be transferred to a live attendant.

◆If a voice mail system is in place, callers that attempt to transfer to the "live" attendant, when that station is in use or does not answer, shall be able to access the voice mailbox assigned to that station.

Reference VMS USER GUIDE / VMS REF 12-1

5.3.11 The automated attendant system shall be equipped with a minimum of two (2) hours storage for the recording of prompts and other information accessible by callers. The system shall not limit how the storage can be allocated among functions.

Reference VMS BROCHURE - (180 HRS)

5.3.12 Bidder shall provide and install any other equipment, or cabling, necessary to make the automated attendant fully functional and operational. This will be a turnkey installation.

Reference WILL COMPLY

6. Optional Uninterrupted Power Supply (UPS) Requirements

6.1 Bidder shall provide and install a switched-type uninterrupted power supply (UPS) capable of accommodating: (1) the proposed hybrid telephone system; and/or (2) the proposed hybrid telephone system and the voice mail (VM)/automated attendant (AA) system.

Reference LIEBERT 6XT1500 (NEXT PAGE)

6.2 The UPS shall allow the telephone system and VM/AA system to remain **fully** operational, for a period of a minimum of 2 hours, in

the event of a commercial power failure. (minimum of 48 stations).

Reference WILL COMPLY

- 6.3 Bidder shall provide and install a rack or shelf so that the UPS is a minimum of six inches off the floor.

Reference WILL COMPLY

7. Optional Transient Voltage Surge Suppressors (TVSSs) Requirements

- 7.1 Bidder shall provide and install a TVSS for **any** equipment installed that requires alternating current (AC) power. The TVSS shall be a Panamax Max 8.

Reference WILL COMPLY

- 7.2 Bidder shall supply pricing to provide and install the following Porta System telephone line surge arrestors: (1) Model 504PXACD with 6 Porta System Delta modules; (2) Model 504PX210D with 10 Porta System Delta modules; and (3) Model 581P225D with 25 Porta System Delta modules. Bidder shall ground the Porta System line surge arrestor to a pre-approved ground.

Reference NEXT PAGE

WILL BE ON SCHEDULE A

8. Optional Power Failure Requirements

- 8.1 Bidder shall provide and install Category 3 cabling and a 4-pin RJ11 WAO/jack for power failure purposes. Based on building construction, bidder shall install the appropriate cabling (plenum or non-plenum) to meet local and state building codes. This WAO/jack will terminate on an existing CO line.

NOTE: There is not a separate line item on the price schedule for power failure cabling requirements since this will be bought off the time and materials cabling part of this contract.

Reference \$45 / PER

- 8.2 If required, agency will purchase a 2500 set off this contract (reference Price Schedule).

Reference \$ 32 / PER SET

9. Optional Call Accounting System Requirements

- 9.1 The Call Accounting System shall be a microcomputer based system configured to accept the SMDR data that is output over the RS-232 interface of the telephone system offered. The Call Accounting System being proposed shall be compatible with the revised North American Numbering Plan (NANP). The system shall, minimally, consist of the following hardware components:

-IBM compatible Pentium III Personal Computer with 64 MB RAM, 256K External Caching, and a 5GB hard drive

-Video Graphics Array (VGA) Color Monitor (pitch .29 or below)

-Enhanced AT type Keyboard

-Hewlett-Packard LaserJet Model 4050T or direct equivalent

Reference SEE TAPIT BROCHURE

- 9.2 The system shall have the capacity to store up to 50,000 detailed call records.

Reference SEE TRYSLIS LETTER

- 9.3 The call records shall, minimally, consist of the following information:

-Extension Number originating call

-Time and Date of Call

-Duration of Call

-Telephone Number Dialed

-Authorization and/or Account Code

The call records shall be generated for all of the following: local calls; and tolls calls.

Reference SEE TRYSLIS LETTER

- 9.4 The system shall minimally provide the following reports:

-Detailed Usage by Extension Number

-Detailed Extension Usage by Department

-Monthly summary of extension usage

-Exception report based on duration of call

-Exception report based on pre-determined cost of call

-Cost of calls

Reference SEE TRYSLIS LETTER

- 9.5 The system shall, minimally, provide the following traffic analysis reports:

-Number of times all trunks are busy

-Number of calls by area and office code

-Frequently called telephone numbers

-WATS and FX (foreign exchange) analysis

Reference SEE TRYSLIS LETTER

- 9.6 The system shall, minimally, cost calls based on the following parameters:

-Tariff rates charged by the Local Exchange Carrier (LEC) for local and intra-lata long distance calls.

-Tariff rates charged by Worldcom for intra-lata, inter-lata, international, and "700" service calls

-The system shall allow a percentage surcharge and/or a percentage discount to be independently applied to the rates charged by the LEC or Worldcom when costs of calls are calculated for system reports.

Reference SEE TRYSIS LETTER

10. Optional Horizontal Cabling Requirements

10.1 Bidder shall propose, based on cable footage, a time and materials (T&M) rate to provide and install the following:

- A. Category 5e non-plenum cabling;
- B. Category 5e plenum cabling;
- C. Category 5 non-plenum cabling;
- D. Category 5 plenum cabling;
- E. Category 3 non-plenum cabling;
- F. Category 3 plenum cabling.

Reference SEE PRICE SCHEDULE

10.2 Bidder shall include in their T&M rate the cost to provide and install the applicable a Category 5e, Category 5, or Category 3 compliant, eight-pin RJ45 type work area outlet (WAO) for one end of the cable. Bidder shall provide and install the WAO.

In addition, bidder shall include in their T&M rate the cost of terminating the other end of the cable on a 110-type connecting block. Bidder shall provide and install the 110 block.

Reference \$45 (\$24 PER 110 BLOCK)
HR.

10.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference WILL COMPLY

10.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference WILL COMPLY

11. Optional Vertical (Backbone) Cabling Requirements

11.1 Bidder shall propose, based on cable footage, a time and materials (T&M) rate to provide and install the following:

- A. Category 5, 25 pair, non-plenum cabling
- B. Category 5, 25 pair, plenum cabling
- C. Category 3, 25 pair, non-plenum cabling
- D. Category 3, 25 pair, plenum cabling
- E. Category 3, 50 pair, non-plenum cabling
- F. Category 3, 50 pair, plenum cabling
- G. Category 3, 100 pair, non-plenum cabling
- H. Category 3, 100 pair, plenum cabling

Reference SEE PRICE SCHEDULE

11.2 Bidder shall include in their T&M rate the cost to terminate these cables on the following: 110 blocks; 66 blocks, or the applicable Category 3, Category 5, or Category 5e patch panels.

Reference \$ 45 PER HOUR

11.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference WILL COMPLY TO REGS.

11.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference WILL COMPLY

12. Optional Patch Panel Requirements

12.1 Bidder shall provide pricing to provide and install the following Category 3, Category 5, and Category 5e patch panels:

- A. 12 port patch panel
- B. 24 port patch panel

C. 48 port patch panel

D. 96 port patch panel

Reference SEE PRICE SCHEDULE

12.2 Bidder shall terminate the applicable cabling on patch panel(s).

Reference will comply

12.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference will comply

12.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference will comply

13. Optional Telephone System Moves, Adds, and Changes (MACs) Requirements

13.1 Bidder shall quote a time and materials (T&M) hourly rate to perform telephone system moves, adds, and changes.

Reference \$ 60 PER HOUR

13.2 Agency reserves the right to negotiate a fixed price for any MACs work. This fixed price will take the place of the T&M rate.

Reference will negotiate (quote)

14. Optional Plywood Backboard

14.1 The successful bidder shall provide and install the backboard(s) on which the KSU and the termination blocks will be mounted. The backboards shall be painted with fire retardant paint, or shall be fire retardant treated backboard(s), to meet all NFPA standards/guidelines. All cables in the equipment room shall be physically supported with cable brackets (i.e. "D" rings, etc.) in order to make the cable installation neat and orderly.

Reference will comply

15. Installation, Maintenance, Warranty, Training, and Documentation Requirements

A. Installation

1. Any and all components provided for this system shall be provided as integral parts of the basic switch cabinetry and sanctioned as "first choice" materials by the manufacturer of the system.
2. Telephone system shall be grounded with a 6 AWG solid copper cable, or equivalent cable that meets the original equipment manufacturer (OEM) requirements, to a pre-approved ground. If an adequate ground cannot be found, bidder shall provide and install a ¾ inch, 8-foot copper clad ground rod.
3. See Terms & Conditions for additional installation requirements.

B. Quality of Work

1. All equipment, cables, wiring, outlets, etc. shall be installed in a neat and orderly manner.
2. The bidder shall assign only competent supervisors, technicians, and laborers to work on this project.
3. Upon receipt of written notification from the Commonwealth, the bidder shall immediately relieve any person(s) determined to be incompetent or disorderly of all responsibilities for further on-site work and/or contract with the agency for the duration of this project.

C. Warranty

1. See attached Terms & Conditions

D. Station User Training/Voice Mail Training

1. The bidder shall provide on-site hands-on training for all agency voice mail users and telephone users during the week prior to the system cutover. The cost of training shall be included in the price of the system.
2. Training sessions shall be provided using equipment capable of demonstrating all voice mail and station user features to be implemented at cutover.
3. Customized training materials, i.e. operating manuals, instruction cards, logs, etc. (in hard copy format) shall be

provided in conjunction with a verbal explanation of the system functions.

4. Fully functional telephone sets and voice mailboxes of the types to be installed at cutover, shall be provided for hands-on operation of system features by the trainees during the training sessions.
5. The training sessions shall be of sufficient duration to allow the trainees adequate time to understand the system configuration and use of the system features.
6. If the agency so requires, the training sessions shall be organized so that the operation of each type of telephone and/or voice mail user is covered in a separate session.
7. The training sessions shall be held in a classroom type setting in space provided by the agency.
8. Initial training of all available agency personnel shall be completed during the week prior to cutover.
9. A follow-up training class shall be scheduled during the immediate 30 to 45 day period after cutover to allow users the opportunity to have questions on the operation of system answered.

E. Voice Mail System Administration Training

1. Bidder shall provide training to agency personnel on the administrative function requirements, specified elsewhere in this solicitation, of the Voice Mail System.
2. The training sessions shall instruct the voice mail system administrators on performance of the following system functions:
 - Establishing and/or deleting voice mailboxes.
 - Establishing and/or deleting a voice mailbox password.
 - Allocating storage to new and/or existing voice mailboxes.
 - Establishing the timeframe in which "guest" voice mailboxes are activated and deactivated.
 - Ability to purge system of stored messages based on date messages were received.
 - Ability to generate system management reports.
3. Four (4) hours of training shall be provided to each of the Voice Mail System administrators.

F. Call Accounting System Training

1. The bidder shall provide on-site training to agency personnel on the administrative function requirements for the Call Accounting System.
2. The training sessions shall instruct the Call Accounting System administrators on performing the following system software functions:
 - Establishing, changing, and/or printing Call Accounting management reports; exception reports, and traffic analysis reports.
 - Establishing, changing, and/or printing monthly telephone bills for each of agency's tenants (to include a breakdown of local telephone service, toll calls, other charges/credits, etc.).
 - Establishing and/or changing the parameters for costing out calls.
3. Four (4) hours of training shall be provided to each of the Call Accounting System administrators.

G. Trainer Requirements

1. The trainer shall have had previous training experience with the installed system (i.e. telephone system, voice mail system/automated attendant, etc.).
2. Prior to the initial training session, the trainer shall have become familiar with the design and configuration of the installed system.
3. In no less than three (3) days before the initial training session, the trainer shall meet with the agency's Project Officer to provide an overview of the training sessions, and to identify any special training issues of the agency.

H. System Documentation Requirements

1. Wire and Cable System - The bidder shall provide full text documentation on the interconnection of the system to the wire and cable system. The following minimum information shall be provided:
 - Main distribution frame location and identification;

- Extension number to cable pair assignments;
- Layout and identification of fields of cross connect hardware.

NOTE: The bidder shall provide a schematic diagram of the wire and cable system with the information above incorporated within the document in a manner that allows the items in the drawings to be easily identified.

2. System Documentation

- a. The bidder shall provide two (2) sets of installation and maintenance manuals, in hard copy format, for the telephone system and voice mail system.
- b. A complete set of "programming sheets", in hard copy format, that detail the final software configuration of the system shall be provided.
- c. The bidder shall provide a detailed schematic of the hardware layout of the system, including cabinets, shelves, circuit cards, connector cables, etc.
- d. The bidder shall provide a complete set of user guides and/or user manuals, in hard copy format, for all types of peripheral devices available with the system, including but not limited to consoles, telephones, and voice mail systems.
- e. System documentation requirements refer to information that is to be provided after a system has been installed.

I. Client References

Bidder shall provide the names of three (3) companies where they have installed the telephone system being proposed using the client reference form, APPENDIX B. (NOTE: References should be companies with a majority of the telephone system components being proposed in this bid specification response.)

EQUIPMENT LIST

Bidders shall provide in the space provided a **detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system**, e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

[illegible]

EQUIPMENT LIST

Bidders shall provide in the space provided a **detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system**, e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

[illegible]

PRICE SCHEDULE – The intent of the applicable equipment list and price schedule is to obtain a “per unit” price of each component that will make up the hybrid system that is being proposed. The “per unit” price will allow the agency purchasing the system to not only configure a new system to meet their size requirements, but also to determine the cost of the system.

Bidders shall complete the following: (NOTE: If there are additional component parts that need to be included in the price schedule, bidder shall add them.)

A. Price Schedule

Base Unit Telephone System Price \$ 1620⁰⁰

(Example: Total System Unit Cost = Base Unit + 24/6/2 Model)

Please place a price by each of the following systems:

Total System Unit Cost for the 12/3/1 Model \$ 1798⁰⁰

Total System Unit Cost for the 16/4/1 Model \$ 1798⁰⁰

Total System Unit Cost for the 20/5/2 Model \$ 2210⁰⁰

Total System Unit Cost for the 24/6/2 Model \$ 2210⁰⁰

Total System Unit Cost for the 28/7/2 Model \$ 2390⁰⁰

Total System Unit Cost for the 32/8/2 Model \$ 2390⁰⁰

Total System Unit Cost for the 36/9/3 Model \$ 2690⁰⁰

Total System Unit Cost for the 40/10/3 Model \$ 2875⁰⁰

Total System Unit Cost for the 44/11/3 Model \$ 3770⁰⁰

Total System Unit Cost for the 48/12/3 Model \$ 3950⁰⁰

Telephone System User Training Price \$ 200⁰⁰

10 Button Electronic Telephone Set Price \$ 140⁰⁰

10 Button Electronic Telephone Set

Installation Price \$ 60⁰⁰

20 Button Electronic Telephone Set Price \$ 179⁰⁰

20 Button Electronic Telephone Set

Installation Price \$ 60⁰⁰

Analog 2500 Set (or equivalent) Price \$ 33⁰⁰

Analog 2500 Set (or equivalent)

Installation Price \$ 40⁰⁰

DSS/BLF (24 station capacity) Price \$ 166⁰⁰

DSS/BLF (24 station capacity)

Installation Price \$ 60⁰⁰

DSS/BLF (48 station capacity) Price \$ 166⁰⁰

DSS/BLF (48 station capacity)

Installation Price \$ 60⁰⁰

Grounding of Telephone System Price \$ 60⁰⁰ CG

Grounding of Telephone System

Installation Price \$ 1⁰⁰

Direct Inward Dial (DID) Card \$ 465⁰⁰ 4 port

(Bidder shall specify whether this is a 4 or 8 port Card)

DID Card Installation Price \$ 70⁰⁰

Caller ID Card \$ 279⁰⁰ 4 port

Caller ID Card Installation Price \$ 45⁰⁰

B. Optional Telecommunications Equipment Price Schedule

2 Port Voice Mail/Automated Attendant System Price	\$ 1925 ⁰⁰
2 Port Voice Mail/Automated Attendant System Installation Price	\$ 225 ⁰⁰
4 Port Voice Mail/Automated Attendant System Price	\$ 2600 ⁰⁰
4 Port Voice Mail/Automated Attendant System Installation Price	\$ 400 ⁰⁰
8 Port Voice Mail/Automated Attendant System Price	\$ 4000 ⁰⁰
8 Port Voice Mail/Automated Attendant System Installation Price	\$ 600 ⁰⁰
Voice Mail/Automated Attendant System User Training Price	\$ 200 ⁰⁰
Voice Mail/Automated Attendant System Administration Training Price	\$ 150 ⁰⁰
UPS Price	\$ 1000 ⁰⁰
UPS Installation Price	\$ 45 ⁰⁰
Call Accounting System Price	\$ 1885 ⁰⁰
Call Accounting System Installation Price	\$ 100 ⁰⁰
Call Accounting System Administration Training Price	\$ 150 ⁰⁰
Power Failure Cabling & WAO Price	\$ 45 ⁰⁰
Power Failure Cabling & WAO Installation Price	\$ 40 ⁰⁰

C. Optional Ancillary/Peripheral Equipment Price Schedule

AC Power TVSS Price	\$ 40 ⁰⁰
AC Power TVSS Installation Price	\$ 10 ⁰⁰
Porta Systems Model 504PXACD (with 6 Delta Modules) Price	\$ 150 ⁰⁰
Porta Systems Model 504PXACD (with 6 Delta Modules) Installation Price	\$ 40 ⁰⁰
Porta Systems Model 504PX210D (with 10 Delta Modules) Price	\$ 170 ⁰⁰
Porta Systems Model 504PX210D (with 10 Delta Modules) Installation Price	\$ 40 ⁰⁰
Porta Systems Model 504PX225D (with 25 Delta Modules) Price	\$ 360 ⁰⁰
Porta Systems Model 504PX225D (with 25 Delta Modules) Installation Price	\$ 65 ⁰⁰

C. **Optional Ancillary/Peripheral Equipment Price Schedule (continued)**

Fire Retardant Plywood Backboard Price	\$ <u>19⁰⁰</u>
Fire Retardant Plywood Backboard Installation Price	\$ <u>1⁰⁰</u>
Plywood Backboard Price	\$ <u>10⁰⁰</u>
Plywood Backboard Installation Price	\$ <u>1⁰⁰</u>
Headset/Starset (monaural only) Price	\$ <u>95⁰⁰</u>
Headset/Starset Installation Price	\$ <u>30⁰⁰</u>

D. **Optional Horizontal Cabling Price Schedule**

Non-plenum Category 5e Cabling – T&M Rate (per foot)	\$ <u>.60</u>
Plenum Category 5e Cabling – T&M Rate (per foot)	\$ <u>.68</u>
Non-plenum Category 5 Cabling – T&M Rate (per foot)	\$ <u>.56</u>
Plenum Category 5 Cabling – T&M Rate (per foot)	\$ <u>.64</u>
Non-plenum Category 3 Cabling – T&M Rate (per foot)	\$ <u>.65</u>
Plenum Category 3 Cabling – T&M Rate (per foot)	\$ <u>.57</u>

E. **Optional Vertical (Backbone) Cabling Price Schedule**

Non-plenum Category 5, 25 pair Cabling – T&M Rate (per foot)	\$ <u>.91</u>
Plenum Category 5, 25 pair Cabling – T&M Rate (per foot)	\$ <u>2.19</u>
Non-plenum Category 3, 25 pair Cabling – T&M Rate (per foot)	\$ <u>.57</u>
Plenum Category 3, 25 pair Cabling – T&M Rate (per foot)	\$ <u>.97</u>
Non-plenum Category 3, 50 pair Cabling – T&M Rate (per foot)	\$ <u>1.01</u>
Plenum Category 3, 50 pair Cabling – T&M Rate (per foot)	\$ <u>1.57</u>
Non-plenum Category 3, 100 pair Cabling – T&M Rate (per foot)	\$ <u>1.75</u>
Plenum Category 3, 100 pair Cabling – T&M Rate (per foot)	\$ <u>2.78</u>

F.

Optional Patch Panel Price Schedule

Category 3, 12 port Patch Panel Price	\$ 47 ⁰⁰
Category 3, 12 port Patch Panel Installation Price	\$ 45 ⁰⁰
Category 5, 12 port Patch Panel Price	\$ 62 ⁰⁰
Category 5, 12 port Patch Panel Installation Price	\$ 45 ⁰⁰
Category 5e, 12 port Patch Panel Price	\$ 74 ⁰⁰
Category 5e, 12 port Patch Panel Installation Price	\$ 66 ⁰⁰
Category 3, 24 port Patch Panel Price	\$ 100 ⁰⁰
Category 3, 24 port Patch Panel Installation Price	\$ 65 ⁰⁰
Category 5, 24 port Patch Panel Price	\$ 100 ⁰⁰
Category 5, 24 port Patch Panel Installation Price	\$ 75 ⁰⁰
Category 5e, 24 port Patch Panel Price	\$ 115 ⁰⁰
Category 5e, 24 port Patch Panel Installation Price	\$ 85 ⁰⁰
Category 3, 48 port Patch Panel Price	\$ 200 ⁰⁰
Category 3, 48 port Patch Panel Installation Price	\$ 100 ⁰⁰
Category 5, 48 port Patch Panel Price	\$ 200 ⁰⁰
Category 5, 48 port Patch Panel Installation Price	\$ 145 ⁰⁰
Category 5e, 48 port Patch Panel Price	\$ 213 ⁰⁰
Category 5e, 48 port Patch Panel Installation Price	\$ 165 ⁰⁰
Category 3, 96 port Patch Panel Price	\$ 410 ⁰⁰
Category 3, 96 port Patch Panel Installation Price	\$ 275 ⁰⁰
Category 5, 96 port Patch Panel Price	\$ 410 ⁰⁰
Category 5, 96 port Patch Panel Installation Price	\$ 300 ⁰⁰
Category 5e, 96 port Patch Panel Price	\$ 439 ⁰⁰
Category 5e, 96 port Patch Panel Installation Price	\$ 325 ⁰⁰

G.

Telephone System Installation, Moves, Adds, and Changes (MACs) Price Schedule

Time & Materials Hourly Rate to Perform
Telephone Systems Installation, MACs, etc. (per hour)

\$ 60⁰⁰

- H. **Post Warranty Full-Service On-Site Maintenance** – Bidder shall quote, on a per station cost basis, the price to provide full service maintenance on any installed telecommunications system. This cost shall include all travel, labor, materials, and transportation costs to repair and/or replace all parts and materials and rendering of technical services as required to maintain the system in its proper operating condition. As an example, to annualize this per station maintenance cost, the Commonwealth will multiply the applicable number of working stations by the “bidder provided cost per station” and then multiply by 12.

Per Station Full-Service Maintenance Cost - \$ 350

NOTE: Each agency will decide if they want a full-service maintenance contract or if they will use “time and materials” or some other maintenance arrangement.

- I. Bidders shall list the following:

- (1) Equipment Manufacturer
NEC AMERICA
- (2) Model Number
B 64 - V10 KEY SERVICE UNIT
- (3) Switch or KSU ringer equivalency number
2.03
- (4) FCC Registration Number
AY5THA - 24 361 - MF - E
MULTI - FUNCTIONAL

Appendix C:
List of Locations for which On-site Support will be Provided by Bidder

FIPS	Location	Check the Locations which meet both criteria: 1) Locations within 150 Miles of bidder's field office and 2) Locations in which bidder agrees to provide on-site support and installation services
001	Accomack	
003	Albemarle	
005	Alleghany	
007	Amelia	YES
009	Amherst	
011	Appomattox	YES
013	Arlington	
015	Augusta	
017	Bath	
019	Bedford	
021	Bland	
023	Botetourt	
025	Brunswick	
027	Buchanan	YES
029	Buckingham	YES
031	Campbell	YES
033	Caroline	YES
035	Carroll	
036	Charles City	YES
037	Charlotte	YES
041	Chesterfield	YES
043	Clarke	
045	Craig	
047	Culpeper	YES
049	Cumberland	
051	Dickenson	
053	Dinwiddie	YES
057	Essex	
059	Fairfax Co.	YES
061	Fauquier	YES
063	Floyd	
065	Fluvanna	
067	Franklin Co.	
069	Frederick	
071	Giles	
073	Gloucester	YES
075	Goochland	YES
077	Grayson	
079	Greene	
081	Greensville	YES
083	Halifax	YES
085	Hanover	YES
087	Henrico	YES
089	Henry	
091	Highland	
093	Isle of Wight	YES
095	James City	YES
097	King & Queen	YES
099	King George	YES
101	King William	
103	Lancaster	
105	Lee	
107	Loudoun	
109	Louisa	YES
111	Lunenburg	

113	Madison	
115	Mathews	YES
117	Mecklenburg	
119	Middlesex	
121	Montgomery	
125	Nelson	
127	New Kent	YES
131	Northampton	YES
133	Northumberland	
135	Nottoway	
137	Orange	YES
139	Page	
141	Patrick	
143	Pittsylvania	
145	Powhatan	YES
147	Prince Edward	YES
149	Prince George	YES
153	Prince William	
155	Pulaski	
157	Rappahannock	YES
159	Richmond Co.	YES
161	Roanoke Co.	
163	Rockbridge	
165	Rockingham	
167	Russell	
169	Scott	
171	Shenandoah	
173	Smyth	
175	Southampton	
177	Spotsylvania	YES
179	Stafford	YES
181	Surry	YES
183	Sussex	YES
185	Tazewell	
187	Warren	
191	Washington	
193	Westmoreland	
195	Wise	
197	Wythe	
199	York	YES
510	Alexandria	
515	Bedford	
520	Bristol	
530	Buena Vista	YES
540	Charlottesville	YES
550	Chesapeake	
560	Clifton Forge	
570	Colonial Heights	YES
580	Covington	
590	Danville	
595	Emporia	YES
600	Fairfax	
610	Falls Church	
620	Franklin	
630	Fredericksburg	YES
640	Galax	
650	Hampton	YES
660	Harrisonburg	
670	Hopewell	YES
678	Lexington	
680	Lynchburg	YES

683	Manassas	YES
685	Manassas Park	YES
690	Martinsville	
700	Newport News	YES
710	Norfolk	YES
720	Norton	
730	Petersburg	YES
735	Poquoson	
740	Portsmouth	YES
750	Radford	
760	Richmond	YES
770	Roanoke	
775	Salem	
790	Staunton	
800	Suffolk	YES
810	Virginia Beach	YES
820	Waynesboro	YES
830	Williamsburg	YES
840	Winchester	

SOLICITATION INSTRUCTIONS

REV. 03/01/02

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date Time
IFB No

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

- A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)
- B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (<http://asd.state.va.us>) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manager, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #02-045

1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology), will establish a Master Contract for the use by State Agencies, Institutions and other Public Bodies, as defined in Section 2.2-4301. *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users", to acquire digital hybrid telephone systems or digital multifunctional telephone systems ("Systems") and components, consisting of equipment and hardware ("Equipment"), software/firmware and microcode ("Software"), and warranty, installation, maintenance and Time & Material (T&M) hourly maintenance ("Services") from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "Contractor." "System" shall mean the working combination of all Equipment and Software.

Before ordering Systems or Equipment, Authorized Users are to obtain price quotes from Contractor for "Installation Services", based on the T&M Rates and Services delineated herein. On any Order for Systems or Equipment, an Authorized User shall indicate or identify the installation dates, and the exact T&M costs, based upon the Contractor's quote at the Contract T&M Rate.

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or

disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.
- b. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia or Authorized Users under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids (IFB) may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

a. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency or authorized user is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the

Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. PRECEDENCE OF TERMS

Paragraphs 1-12 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure Systems, Equipment, Software and Services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- a. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

b. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as Services to be performed, method of packing or shipment, and place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

17. DEFAULT

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

18. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

19. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly specify and identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

20. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the order number, commodity description, and quantity.

21. INSURANCE

By signing and submitting a bid under this solicitation, bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- d. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

22. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of 10 days.

23. DRUG-FREE WORKPLACE

During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

24. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of

the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

25. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

26. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the State is sent or given, an Authorized User may immediately procure the items from another source. Once an Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the Authorized User may charge-back the Contractor, in which case the Contractor agrees to reimburse the Authorized User for any difference in cost between the original Contract price and the Authorized User's cost to cover from the alternate source. In no event shall the Authorized User, or the Commonwealth, be held to pay any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of

breach. This remedy is in addition to and not in lieu of any other remedy an Authorized User or the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

27. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

28. CONTRACTUAL RECORDS

Contractor shall make all contractual books, records and other documents relating to matters under Contract available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five (5) years after final payment.

Contractual records include, but are not limited to, this Contract and all executed Orders, Attachments, modifications, invoices, and other correspondence between the parties to this Agreement.

29. PRICE PROTECTION/ADJUSTMENTS

The State or Authorized User will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

Price increases for any category shall not be considered until after the initial two (2) year term, and only upon written request to the Contracts Manager, DIT. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office.

30. MOST FAVORED CUSTOMER AND PRICE PROTECTION

The Commonwealth or any Authorized User shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. The Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any other "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any "Authorized User", as defined herein, for the same Systems, Equipment or Services offered under this Agreement that results in a price less than that provided under this Agreement, then the Commonwealth and any Authorized User shall receive an equivalent reduction in price for such Systems, Equipment or Services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such Systems, Equipment or Services and elect to make the more favorable prices applicable to the Commonwealth and the Authorized Users of this Contract, from the date those prices were available to the Authorized User.

31. CREDITS

Credits that are due to the State or Authorized User under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

32. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any

other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

33. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

34. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

35. NON-APPROPRIATION

All funds for payment of Systems, Equipment, Software or Services ordered under this Contract by a State Agency and Institution is subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, or any individual Order, for those Systems, Equipment, Software or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth may terminate this Contract, or an Authorized User may terminate any individual Order dependent on such federal funds without further obligation. In this event, a written notice will be provided to the Contractor as soon as possible after such notification is received by an Ordering entity.

36. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

37. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Systems, Equipment, Software or Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire Agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Systems,

Equipment, and/or Software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency, institution, or other Authorized User for Systems, Equipment, Software or Services acquired under this Contract unless signed by the Contracts Manager, DIT, or his designee.

38. TITLE TO EQUIPMENT

Clear and unrestricted title to all Systems and Equipment purchased under this Agreement shall pass to the Authorized User upon payment of the purchase price.

39. INVENTIONS AND COPYRIGHTS

Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

40. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

41. TERM

This Agreement shall commence on the date of its final execution by both parties, and continue in full force and effect for two (2) years thereafter. At the Commonwealth's sole discretion, this Agreement may be extended for three (3) additional one (1) year periods. The Commonwealth will issue a written notice to Contractor at least thirty (30) days in advance, for any renewal period after the initial two (2) year Term.

42. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, upon sixty (60) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

43. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue

during the term of this Agreement, (a) the vendor shall fail to deliver Equipment or Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for Warranty/ Maintenance or other Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this Agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Agreement for Default.

In such event, an Authorized User shall only be liable for the costs incurred to the date of termination. All costs of de-installation and return of Equipment from an Authorized User's premises will be at Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

44. TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements **Master Contract**.

45. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Systems, Equipment, Software and/or Services from this Contract by one of the following Order methods:

- A. eVA: An order placed through the eVA electronic procurement website portal <http://www.eva.state.va.us>
- B. Purchase Order (PO): An official PO form issued by an Authorized User.
- C. Delivery Order (DO): A DO issued by the Acquisition Services Division, DIT.
- D. Charge/Credit Card:
 - 1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Order must not exceed \$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
 - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for Systems, Equipment, Software or Services that are available only under this Agreement. Notwithstanding the section herein, entitled Modifications, no Authorized User or other public body of the Commonwealth shall have the authority to modify this Contract.

46. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order that is placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

47. DELIVERY AND STORAGE

It shall be the responsibility of the Contractor during installation to make all arrangements for delivery, unloading, receiving and storing materials. The Authorized User will not assume any responsibility for storage of shipments. Contractor shall check with Authorized User and make necessary arrangements for security and storage space in the building during installation.

48. DELIVERY NOTIFICATION

Contractor shall notify the Authorized User forty-eight (48) hours before the delivery of any items, so that the Authorized User's staff may be made available to allow access to the building, and verify items received, if appropriate. Notification shall be made to the Authorized User's point-of-contact, delineated in the individual Order.

49. INSTALLATION RESPONSIBILITY

In this Contract, "delivery" does not include installation. It is the Authorized User's responsibility to obtain from Contractor a T&M installation quote, at the Contract rate, before placing an Equipment Order. The Authorized User shall then indicate or identify the Installation Time Table, exact T&M cost, at Contract rate, etc. for any Order placed for Systems or Equipment. Installation is to include unpacking, positioning and connection of all Systems and Equipment with internal utility services, ready for Acceptance testing. All Equipment installations shall comply with building and facilities standards established by the Commonwealth, and the local authorities where work is to be performed.

50. INSTALLATION DATES

Upon receipt of Order, Contractor shall install requested Systems Equipment, Software, or Services ready for testing, with all Systems Documentation and required Training completed by the Required Delivery Date (RDD) specified in any executed Attachment or Order referencing this Contract.

Any amendment by The Authorized User to an Order issued pursuant to this Contract may require the establishment of a new mutually agreed to RDD. The Authorized User may postpone the RDD by notifying Contractor at least ten (10) days before the RDD; however, the RDD may not be postponed by more than thirty (30) calendar days.

If the Systems, Equipment, Software, or Services are not delivered/installed within the time specified in the Order, then An Authorized User, at their sole discretion, reserves

the right to cancel the Order and/or terminate the Order for default, without further obligation.

Contractors are cautioned that failure to deliver and install proposed Equipment as stated in response to an Order may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual, dated December 1998.

Neither the Contractor nor any Authorized User shall be responsible for any delay resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

51. CONTRACTOR LICENSING

If any Order for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such Orders undertaken by a Contractor within any twelve (12) month period is for five hundred thousand dollars (\$500,000) or more, then Contractor is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed as a "CLASS A CONTRACTOR" by the State Board of Contractors. If such an Order is for seventy five hundred dollars (\$7,500) or more, but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work), then Contractor is required to be licensed as a "CLASS B CONTRACTOR." If such an Order is for one thousand dollars (\$1,000) or more, but less than seventy five hundred dollars (\$7,500), and is not for electrical, plumbing and HVAC work, then Contractor is required to be licensed as a "CLASS C CONTRACTOR." Specific licensing instructions are available online at the Department of Professional and Occupational Regulation, State Board for Contractors at <http://www.state.va.us/dpor>.

52. SITE PREPARATION

Equipment environmental specifications, if required, for the Systems and Equipment to be delivered under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the Systems or Equipment to be installed shall operate efficiently from the point of view of environment.

The Authorized User shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Contractor.

53. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATION/S

The Authorized User shall grant to Contractor personnel such access to the Authorized User's location as may be necessary or appropriate for the Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include, but not be limited to; records verification, submission of photos and or fingerprints, etc. Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual

employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or the Contractor's employees shall constitute a breach of this Agreement.

54. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, Systems, Equipment, Software and Services are subject to inspection and testing by the State, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications, Required Performance Level, or other Contract requirements as delineated herein may be rejected. Authorized User shall have thirty (30) days from the completion of delivery/installation by the Contractor (or thirty [30] days after delivery if installed by an Authorized User) to test, evaluate and accept the materials, Systems, Equipment, Software and Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the thirty (30) day period). If the Contractor's materials, Systems, Equipment, Software or Services fail to meet the Contract specifications, Required Performance Level, or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to vendor. Such rejection will terminate the Order referencing this Contract, and exempt the Authorized User from all costs incurred by the Contractor. All "Acceptance Test" failures shall be reported to Contractor for return. Any instance not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the State following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, Systems, Equipment, Software or Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, Systems, Equipment, Software or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. Contractor's failure to do so shall constitute breach of Contract for which the State or Authorized User may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

55. COMMENCEMENT OF ACCEPTANCE TESTING

Systems or Equipment shall be considered ready for "Acceptance Testing" when the Contractor provides The Authorized User with documentation that a successful System audit or diagnostic test performed at the site has been completed, and which demonstrates to the Authorized User's satisfaction, that all Systems or Equipment meet

minimum design capabilities specified by the Contractor. If the Contractor certifies that Systems or Equipment are ready to begin Acceptance Testing prior to the scheduled installation/delivery date, then the Authorized User, at its option, may elect to test the Systems or Equipment and change the installation/delivery date accordingly.

56. REQUIRED PERFORMANCE LEVEL

To qualify for Acceptance, all Systems and Equipment must be delivered and installed, as delineated herein in the section entitled INSTALLATION DATES, and concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period twenty-four (24) hours a day, for thirty (30) consecutive calendar days, without failure. The Authorized User shall not pay for any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level.

Should it be necessary, The Authorized User may delay the start of the Acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Equipment.

57. ACCEPTANCE

Systems and Equipment shall be deemed Accepted on the first day after successful completion of the Acceptance period. Upon request, the Authorized User shall provide written confirmation of Acceptance. If any System or Equipment does not meet the Required Performance Level standard during the initial thirty (30) consecutive calendar days, then, at the Authorized User's sole discretion, the Acceptance period shall continue on a day-to-day basis until all Systems or Equipment concurrently meet the standard Required Performance Level for thirty (30) consecutive calendar days. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the Acceptance period, then the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

The Authorized User shall maintain all daily records deemed necessary or appropriate in order to document the required standard of performance during the Acceptance period, and such records shall be conclusive for purposes of determining Acceptance.

58. RISK OF LOSS OR DAMAGE

Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth or any Authorized User.

59. NEW EQUIPMENT/SOFTWARE AND SUBSTITUTE EQUIPMENT

All Equipment furnished under this Contract shall be new Equipment and in current production. All Software provided under this Contract shall be the latest version available to the public as of the due date of this solicitation.

During the term of this Contract, the Contractor is not authorized to substitute any item for that Equipment or Software identified in the Schedule without the written permission of the Director, Acquisition Services Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.

60. INSPECTION/LATENT DEFECTS

All Systems and Equipment are subject to inspection and testing, as delineated in "TESTING AND INSPECTION" and Equipment not meeting specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after Acceptance. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

61. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

Contractor sponsored modifications and/or engineering changes shall be made with the consent of an Authorized User at no additional charge for a period of one (1) year from the date of installation. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

62. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User at the time of Systems and Equipment delivery/installation. The Authorized User reserves the right to acquire such supplies from any contractor of its choice.

63. ON-SITE WARRANTY

ALL ON-SITE MAINTENANCE SHALL BE PROVIDED AS PER ON-SITE WARRANTY AS DELINEATED BELOW.

Contractor shall provide On-site Warranty Services (labor, parts and travel) and Remote Warranty Services necessary to keep Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications for a period of two (2) years, or such greater period as may be provided in the Schedule, beginning on the date of Acceptance, at no cost to the Authorized User. Contractor shall act as the Authorized User's sole point-of-contact for all Equipment repaired under Onsite Warranty. Contractor shall provide all manufacturer-recommended preventative and scheduled routine maintenance Services on all Equipment at no additional cost to the Authorized User.

As used herein, Minor failures are defined as any failures that do not affect the overall operation of the System, and involve less than fifteen percent (15%) of all peripheral devices connected to the System. Major failures are defined as any failures that affect the overall operation of the System and/or involve fifteen percent (15%) or more of all peripheral devices connected to the System. Such failures shall include, but not be limited to:

- Attendant Console failure
- Inability to receive any incoming calls over System lines
- Inability to place any outgoing calls over System lines
- Inability to place any calls within System, or
- Failure of any peripheral device identified by the public body as "critical"

Before the expiration of the Onsite-Warranty period or Maintenance period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to Contractor's repair facility. When repair of Equipment is completed, Contractor shall bear all costs associated with returning Equipment to The Authorized User's original point of shipment. Cost of shipping includes, but is not limited to, all costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair Equipment or provide an interim replacement product, within seventy-two (72) hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to the Authorized User, until the original product is returned, in good working condition.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts that have been replaced shall become the property of the Contractor.

ALL SOFTWARE, FIRMWARE, AND MICROCODE SHALL BE CONSIDERED INTEGRAL COMPONENTS OF EQUIPMENT, AND CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY/MAINTENANCE SERVICE FOR ANY FAILURE.

64. CONTRACTOR'S WARRANTY/MAINTENANCE POINT-OF-CONTACT

Contractor shall provide a single designated point-of-contact and toll-free telephone number for contact purposes for the use by purchasing entities for Warranty/Maintenance Service notification requirements. A unique identification number will be established by the Contractor to log, trace, and report such contacts by ordering entities for Contract Warranty service, with reports to be made available, upon request, to the Contracts Manager, DIT.

65. PRINCIPAL PERIOD OF MAINTENANCE (PPM)

All On-site and Remote Warranty Services for minor failures shall be provided during the Principal Period of Maintenance (PPM), hereby defined as 8 a.m. to 5 p.m. Monday through Friday, State holidays excluded.

All On-Site Warranty Services for major failures shall be provided during the PPM, hereby defined as twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year (24/7/365), including all weekends and holidays.

The State may alter the PPM by requesting a change, in writing, thirty (30) days before the requested change in the PPM, and subject to the mutual agreement between both parties.

66. RESPONSE TIME

For minor failures, Contractor shall respond to acknowledge all requests for On-site Warranty Service within twenty-four (24) hours after notification by an Authorized User that a failure has occurred.

For major failures, Contractor shall provide an On-site response to all requests for On-Site Warranty Service within four (4) hours after notification by an Authorized User that a failure has occurred. Remote Warranty Service for major failures shall not be provided in lieu of On-Site Warranty Service, unless agreed to in advance by both the Contractor and the Authorized User at the time a major failure is reported. Contractor shall seek this agreement within one (1) hour after receiving notification of a failure. In the event an Authorized User does not agree to allow Remote Warranty Service, the requirement for a four (4) hour On-site response time will not be waived or extended.

67. ADDITIONAL PROVISIONS FOR MAINTENANCE SUPPORT

Prices for Maintenance listed in the price list include cost of labor, parts, factory overhaul, Software maintenance, rehabilitation, transportation and substitute Equipment as necessary to maintain 95% effective System performance. In instances where it is necessary for Contractor to return Equipment to the factory, the Contractor shall be responsible for all costs for the Equipment from the time it leaves an Authorized User's site, until it is returned to the Authorized User's site in good operating condition.

68. MAINTENANCE RESPONSIBILITIES

Upon expiration of the On-Site Warranty, as set forth herein under "ON-SITE WARRANTY", the Contractor shall provide an additional one (1) year period of On-site Maintenance (labor, parts and travel) at the prices identified in the Schedule, and shall maintain Equipment and Components in an effective operating condition. Maintenance Services shall not include electrical work external to the vendor's Equipment. It shall not include repair or damage resulting from accident; transportation by the Authorized User between The Authorized User's sites; negligence on the part of The Authorized User's personnel; or causes other than ordinary use in the production environment in which the Equipment is installed

69. MAINTENANCE CONTINUITY

Contractor will provide required On-site and Remote Maintenance, Software Support, and Time & Materials (T&M) Hourly Maintenance Service, as defined in this Contract.

for a period not to exceed three (3) years subsequent to the On-site Warranty period of two (2) years. Such Services shall be provided in accordance with the Contractor's prices, set forth in the schedule, for a period of twelve (12) months. Increases for additional periods shall be effective on the anniversary date for each succeeding year.

For additional periods, all price increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If prices for Services remain the same or decrease for succeeding years, the Authorized User shall be afforded the opportunity to renew the Services at the lowest price available to any other Authorized User.

70. MAINTENANCE RENEWAL

Maintenance under this Agreement shall be renewed at the sole option of the Authorized User. The Authorized User shall issue a written notification to the Contractor for each twelve (12) month period that Maintenance Services are required after the initial two (2) year Warranty period.

71. EQUIPMENT REPLACEMENT DURING WARRANTY/MAINTENANCE

If Equipment provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in this Agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, then the Contractor shall, upon the Authorized User's request and sole discretion, replace the Equipment at no cost to the Authorized User. The replacement Equipment shall be delivered no later than fifteen (15) working days after the Authorized User's request is received by the Contractor.

72. REMEDIAL MAINTENANCE

Remedial Maintenance shall be performed after notification that the Equipment is inoperative. Contractor shall provide the Authorized User with a designated point-of-contact and for its maintenance personnel to receive such notification.

73. REPAIR PARTS

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts that have been replaced shall become the property of the Contractor.

74. RECONDITIONING

Contractor stipulates that Equipment provided under this Agreement will not require reconditioning when such Equipment has been under Warranty or continuous Maintenance Agreement since the initial date of installation.

75. MALFUNCTION REPORTS

Contractor shall furnish a signed malfunction report to the Authorized User upon completion of each Warranty/Maintenance call. The report will list as a minimum all corrective action taken, parts used, and number of hours required to repair the Equipment.

76. SUPERINTENDENCE BY CONTRACTOR

Contractor shall have a competent foreman or superintendent, satisfactory to the Authorized User, on the job site at all times during progress of On-site work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of work under Contract except where otherwise specified in Contract documents, and for all safety and worker health programs and practices. Contractor shall notify The Authorized User in writing of any proposed change in superintendent before making such change.

Contractor shall, enforce strict discipline and order among the workers on any project, and shall not employ on the work site any unfit person, or anyone unskilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, or The Authorized User, or the Authorized User's separate Contractors and their subcontractors.

The Authorized User may, in writing, require Contractor to remove from the work site any employee that The Authorized User deems incompetent, careless, unable to work in harmony on the site, or otherwise objectionable.

77. SERVICE REPORTS

Upon completion of any Maintenance call, Contractor shall provide The Authorized User with a signed service report that includes, at a minimum: a general statement as to the nature of the problem, the action taken, any materials or parts that were furnished or used, and the number of hours that was required to in order to complete the repairs.

78. WARRANTY OF MATERIALS AND WORKMANSHIP

Contractor warrants that, unless otherwise specified, all materials and Equipment incorporated in the work under the Contract shall be new, in first-class condition, and in accordance with the Contract documents. Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from, and in addition to, any of the Contractor's other guarantees or obligations in this Contract.

79. PRIME CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for completely supervising and directing any work under this Contract and all subcontractors that he may use, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors

80. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

Contractor agrees that all Software installed and used on Contractor's Assets contains information proprietary to the Authorized Users of this Contract or other third party Software vendors and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens, or other to other Public Bodies and Authorized Users of this Contract.

Therefore, the Contractor agrees to hold all information and/or Software disclosed through the operation of this Agreement in the strictest confidence, as required by this Section, and to use such information only in the performance of this Contract. No information or Software used by the Commonwealth or any Authorized User, while at the Contractor's facilities shall be duplicated or furnished to others without the prior written consent of the Authorized User or DIT.

Contractor acknowledges that in the course of performing the Services hereunder that its personnel and subcontractors (if any) will have access to confidential and/or sensitive information about the business, operations, and employees of the Commonwealth, and other Authorized Users of this Contract. Therefore, the Contractor agrees that, except as directed by an Authorized User, the employees of the Contractor and their subcontractors shall not at any time during or after the term of this Agreement:

- (a) Disclose any Confidential Information to any third party, or
- (b) Permit any third party to examine and/or to make copies of any reports, documents or electronic data containing Confidential Information (whether prepared by Contractor, or come into the Contractor's possession or control by reason of the Contractor's services), or
- (c) Use any Confidential Information for any reason other than in the performance of Services hereunder. Upon termination of this Agreement, Contractor shall return to the Authorized User, or at the Authorized User's request destroy, all reports, documents, electronic data and other matter that comes into the Contractor's possession or control, which contains or relates to Confidential Authorized User Information. The Contractor may disclose Confidential Information to such of its personnel as have a need therefore in the performance of their duties for the Authorized User, provided that the Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

- 1) Contractor can demonstrate was in its possession prior to execution of this Agreement
- 2) Has become generally available in the public domain without breach of this Agreement
- 3) Becomes lawfully available to Contractor from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

81. LICENSED SOFTWARE/FIRMWARE

For any software/firmware supplied as an integral component of the Equipment provided under this Agreement, the Contractor represents and warrants that it is the sole owner of each software/firmware Product or, if not the owner, has received all proper authorizations from the owner to license each software Product, and has the full right and power to grant the rights contained in this Agreement. Contractor further represents and warrants that neither the software Product nor its use will violate or infringe any patent, copyright, trade secret or other property right of any other person.

82. TERM OF LICENSE

For any software/firmware supplied as an integral component of the Equipment provided under this Contract, all licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis, which shall commence upon the Acceptance of the software Product by the Authorized User. Notwithstanding the foregoing, the Authorized User may terminate the license at anytime. All licenses granted to the Authorized User are for the use of the software Product at the Authorized User's facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

83. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "A" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

84. CONTRACTOR'S REPORT OF SALES

Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment (IFA), as delineated in paragraph entitled "Industrial Funding Adjustment". Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

85. INDUSTRIAL FUNDING ADJUSTMENT

Contractor must pay DIT, an Industrial Funding Adjustment (IFA). Contractor must remit the IFA within thirty (30) days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly Contract sales. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 52, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

86. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

87. UNIVERSAL SERVICE FUND

Contractor agrees to make available to all requesting USF participants, all Products and Services as listed and priced herein. Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

88. LABOR RATE

For all T&M Hourly Rates quoted on schedule, herein, such rates shall include all labor, travel, lodging, meals, and any other incidental or necessary expenses required to provide Service.

89. PURCHASES OF MAINTENANCE

At the discretion of the Commonwealth or Authorized User, additional purchases may include Maintenance on any System purchased previously hereunder, as delineated in the Schedule, page 28, section entitled "Post Warranty Full-Service On-Site Maintenance," or other as appropriate.

ATTACHMENT "A"

TO

IFB 2002-45

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____



Printed Name: _____

CASER H. GREEN

Organization: _____

A+J TECHNOLOGIES

Date: _____

6-17-02

SECTION 2 EQUIPMENT DESCRIPTION

2.1 Equipment List

The following table lists all equipment used with the Electra Elite system. The equipment name, a description of the equipment, and the maximum quantities that are allowed when a Basic KSU, a Basic KSU with one Expansion KSU, and a Basic KSU with two Expansion KSUs are included in the table. The list is arranged alphabetically by category.

The following table lists all equipment used with the Electra Elite system. The equipment name, a description of the equipment, and the maximum quantities that are allowed when a Basic KSU, a Basic KSU with one Expansion KSU, and a Basic KSU with two Expansion KSUs are included in the table. The list is arranged alphabetically by category.

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
Key Service Units, Power Supply Units, and Adapters				
B64-U10 KSU	<p>The Basic Key Service Unit (KSU) for the Electra Elite System provides service for outside lines, Attendant Consoles, and interconnection of the station terminals. The basic KSU provides 64 ports that can be expanded to a maximum of 192 ports with the addition of two expansion KSUs.</p> <p>The basic KSU is also used for the expansion KSUs. System software allows a maximum of 184 ports to be used for stations and trunks. There are two fixed slots and eight flexible slots.</p> <p>The Expansion Key Service Unit (KSU) of the Electra Elite System provides an additional 64 ports. Expansion units can be added to the Basic KSU to provide 128 ports with one expansion unit and 192 ports with two expansion units.</p> <p>Each Expansion KSU provides eight flexible slots and accommodates any interface cards.</p> <p>The P64-U10 PSU (power supply unit), backup batteries, and three PFT relays are included with Each KSU.</p>		1 Basic KSU per system	2 expansion KSUs per system
FCE-U10 Unit	The Front Cover Extender Unit is required when a VDH2(8)-U10 ETU is installed.		1 per KSU	

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
P64-U10 PSU	The Power Supply Unit is included with the B64-U10 KSU.	1 per KSU		
Common Electronic Telephone Units				
CPUB()-U10 ETU	The Central Processing Unit contains a 32-bit microprocessor that has overall control of the system. This ETU communicates with the interface boards and supports up to 192 ports (24 interface cards).	1 CPU per system		
		4 PBR circuits		
		16 voice mail ports (analog) 16 voice mail ports (digital)		
		64 ports	128 ports	192 ports
		8 slots	16 slots	24 slots
		64 Station Ports	120 Station Ports	120 Station Ports
		30 D^{term} Cordless Lite Telephones (used simultaneously)		
		56 Trunks	64 Trunks	64 Trunks
		32 PC Telephony Boards	32 PC Telephony Boards	32 PC Telephony Boards
		16 Conference Circuits		
CLKG-U10 Unit	The Clock Unit provides synchronization for FT1/T1 lines, ISDN-Primary Rate, and ISDN-Basic Rate connections. The unit is piggybacked on the CPUB()-U10 ETU and supports the DTI-U10/20, BRT(4)-U10, and PRT(1)-U10 ETUs.	1 per system with FT1, ISDN-BRI, or ISDN-PRI connections		
EXP-U10 ETU	The Expansion KSU Controller controls data transmission between the CPUB()-U10 ETU and other ETUs installed in the B64-U10 KSU.	N/A	1 ETU	2 ETUs
KMA(1.0)U	This unit is mounted on the MIFA-U10 ETU and adds ACD.	1 per MIFA-U10 ETU		
KMM(1.0)U	This unit is mounted on the MIFM-U10 ETU and adds LCR and Caller ID scrolling and dialing.	1 per MIFM-U10 ETU		
MIFA-U10 ETU	This ETU provides additional memory for processing ACD/UCD. If ACD feature is desired, the KMA(1.0)U must be installed.	1 per system		

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
MIFM-U10 ETU	This ETU provides additional memory for PC programming, SMDR, LCR and Caller ID scrolling. If the LCR or Caller ID Scroll functions are desired, the KMM(1.0)U must be installed.	1 per system		
Modem Kit Unit	The modem unit is mounted on the PCT(S)-U10 Unit and the MIFM-U10 ETU.	1 per system		
Trunk Electronic Telephone Units				
BRT(4)-U10 ETU	This Basic Rate Interface unit provides four channels (eight voice channels) for ISDN-Basic Rate Interface. This ETU is installed in slots S1~S4 in the basic or first expansion B64-U10 KSU. The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system. This ETU requires that a CLKG-U10 Unit is installed.	4 ETUs (32 B Channels)	8 ETUs (64 B Channels)	8 ETUs (64 B Channels)
COI(4)-U10 ETU	Electrical fuses (posistors) are built into this ETU. This ETU supports four outside (CO/PBX) lines and provides circuitry for ring detection, holding, and dialing. The outside lines must be Loop Start DTMF trunks. This ETU is installed in slots S1~S8 in the basic or expansion B64-U10 KSU. This ETU can provide an E911 CAMA trunk (Software S3000 or higher). The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.	7 ETUs 28 CO/PBX lines	15 ETUs 60 CO/PBX lines	16ETUs 64 CO/PBX lines


Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
COI(8)-U10 ETU	<p>Electrical fuses (posistors) are built into this ETU. This ETU supports eight outside (CO/PBX) lines and provides circuitry for ring detection, holding, and dialing.</p> <p>The outside lines can be any combination of Loop Start or Ground Start DTMF trunks.</p> <p>This ETU is installed in slots S1~S8 in the basic or expansion B64-U10 KSU.</p> <p>This ETU can provide an E911 CAMA trunk (Software S3000 or higher).</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p>	<p>7 ETUs</p> <p>56 CO/PBX lines</p>	<p>8 ETUs</p> <p>64 CO/PBX lines</p>	<p>8 ETUs</p> <p>64 CO/PBX lines</p>
COID(4)-U10 ETU	<p>The Central Office Caller ID ETU detects Caller ID signals from the central office and sends caller identification to the CPUB()-U10 ETU.</p> <p>Electrical fuses (posistors) are built into this ETU That supports four outside (CO/PBX) lines and provides circuitry for ring detection, holding, and dialing.</p> <p>This ETU is loop start, DTMF only and is installed in slots S1~S4 in the basic or first expansion B64-U10 KSU.</p> <p>This ETU can provide an E911 CAMA trunk (Software S3000 or higher).</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p>	<p>4 ETUs</p> <p>16 CO (Class) lines</p>	<p>8 ETUs</p> <p>32 CO (Class) lines</p>	<p>8 ETUs</p> <p>32 CO (Class) lines</p>
COID(8)-U10 ETU	<p>The Central Office Caller ID ETU detects Caller ID signals from the central office and sends caller identification to the CPUB()-U10 ETU.</p> <p>Electrical fuses (posistors) are built into this ETU That supports eight outside (CO/PBX) lines and provides circuitry for ring detection, holding, and dialing.</p> <p>This ETU is loop start only and is installed in slots S1~S4 in the basic or first expansion B64-U10 KSU.</p> <p>This ETU can provide an E911 CAMA trunk (Software S3000 or higher).</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p>	<p>4 ETUs</p> <p>32 CO (Class) lines</p>	<p>8 ETUs</p> <p>64 CO (Class) lines</p>	<p>8 ETUs</p> <p>64 CO (Class) lines</p>

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
DID(4)-U10 ETU	<p>The Direct Inward Dialing Interface Unit supports up to four DID or four 2-way DID lines. Each DID(4)-U10 ETU requires one interface slot position in the KSU.</p> <p>Immediate, wink start, second dial tone, and delay dial signaling can be combined on this ETU.</p> <p>This ETU is installed in slots S1~S8 in any B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p>	<p>7 ETUs</p> <p>28 DID Trunks</p>	<p>15 ETUs</p> <p>60 DID Trunks</p>	<p>16 ETUs</p> <p>64 DID Trunks</p>
DTI-U10/20 ETU	<p>The Digital Trunk Interface ETU provides for the termination of Fractional T1 (24 DS-0 channels) line. This ETU contains circuitry for outside ring detection, holding, dialing, control function, Tie line (E&M), and DID signaling.</p> <p>A combination of Loop Start and Ground Start trunks, DID trunks, or Tie lines can be used on the ETU. Each trunk is assigned in groups of 4. DTMF or Dial Pulse dialing is supported.</p> <p>This ETU is installed in slots S1 and S4 in the basic B64-U10 KSU or slot S1 of the first expansion B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p> <p>The maximum combination of DTI-U10/20 and PRT(1)-U10 ETUs is 3 per system.</p> <p>This ETU requires that a CLKG-U10 Unit is installed.</p>	<p>2 ETUs</p> <p>48 lines</p>	<p>3 ETUs</p> <p>64 lines</p>	<p>3 ETUs</p> <p>64 lines</p>
IPT(4)-U10 ETU	<p>This ETU is a 4-line Voice over Internet Protocol (VoIP) ETU using a LAN connection. System software S4000 or higher is required.</p> <p>This ETU is installed in slots S1~S4 in the basic B64-U10 KSU or first expansion B64-U10 KSU.</p>	<p>4 ETUs</p> <p>16 VoIP Trunks</p>	<p>8 ETUs</p> <p>32 VoIP Trunks</p>	<p>8 ETUs</p> <p>32 VoIP Trunks</p>
IPT(8)-U10 ETU	<p>This ETU is an 8-line Voice over Internet Protocol (VoIP) ETU using a LAN connection. System software S4000 or higher is required.</p> <p>This ETU is installed in slots S1~S4 in the basic B64-U10 KSU or first expansion B64-U10 KSU.</p>	<p>4 ETUs</p> <p>32 VoIP Trunks</p>	<p>8 ETUs</p> <p>64 VoIP Trunks</p>	<p>8 ETUs</p> <p>64 VoIP Trunks</p>

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
PRT(1)-U10 ETU	<p>The Integrated Service Digital network (ISDN)-Primary Rate Interface (PRI) is a Public Switched Telephone Network (PSTN) service that provides 23 B channels and one D channel (23B + D) for voice call trunking. The B channels provide 23 CO/PBX connections. Caller ID is supported. System Software S3000 (V3.10) or higher is required.</p> <p>This ETU is installed in slots S1 and S4 in the basic B64-U10 KSU and slot S1 of the first expansion B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p> <p>☞ The maximum combination of PRT(1)-U10 and DTI-U10/20 ETUs is 3 per system.</p> <p>This ETU requires that a CLKG-U10 Unit is installed.</p>	<p>2 ETUs</p> <p>46 lines</p>	<p>3 ETUs</p> <p>62 lines</p>	<p>3 ETUs</p> <p>62 lines</p>
TLI(2)-U10 ETU	<p>The Tie Line Interface ETU supports the termination and operation of up to two E&M Tie lines (4-wire, type I and type V, and 10/20 pps Dial Pulse or DTMF).</p> <p>☞ Immediate, wink start, second dial tone, and delay dial signaling can be combined on this ETU.</p> <p>This ETU is installed in slots S1~S8 in the B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other trunk cards installed. This ETU shares the total number of CO/PBX lines in the system.</p>	<p>7 ETUs</p> <p>14 Tie lines</p>	<p>15 ETUs</p> <p>30 Tie lines</p>	<p>16 ETUs</p> <p>32 Tie lines</p>
Station Electronic Telephone Units				
CNF(8)-U10 ETU	<p>The Multiline Conference Bridge allows any intercom user or any outside party calling to a port of the CNF(8)-U10 ETU to join or make a multiparty Conference Call.</p> <p>Each CNF(8)-U10 ETU supports one 8-party conference or two 4-party conferences regulated by a switch setting.</p> <p>This ETU is installed in slots S1~S8 in the B64-U10 KSU.</p> <p>The system recognizes this ETU as SLI(8)-U10 ETU. This ETU shares the total number of station ports in the system.</p>	<p>2 ETUs</p> <p>16 Conference Ports</p>	<p>2 ETUs</p> <p>16 Conference Ports</p>	<p>2 ETUs</p> <p>16 Conference Ports</p>

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
DPH(4)-U10 ETU	<p>The Doorphone interface ETU allows four DP-D-1A Doorphones to be connected. Two simultaneous calls are allowed, and four Door Lock Release relays are provided.</p> <p>This ETU is installed in slots S1~S8 in the B64-U10 KSU.</p>	1 ETU	1 ETU	1 ETU
ESI(8)-U10 ETU	<p>The Electronic Station Interface ETU contains eight circuits. Each circuit can support any Attendant Console, Multiline Terminal, or Single Line Telephone adapter.</p> <p>This ETU is installed in slots S1~S8 in the basic B64-U10 KSU or expansion B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other station cards installed. This ETU shares the total number of extension ports in the system.</p>	7 ETUs 56 Extensions	15 ETUs 120 Extensions	15 ETUs 120 Extensions
FMS(2)/(4)-U10 ETU	<p>This ETU is installed in one of the interface slots. It has 4 channels of built-in Voice Mail.</p> <p>The system recognizes this ETU as VMS(4)-U10 ETU. This ETU shares the total number of station ports in the system.</p>	1 ETU		
OPX(2)-U10 ETU	<p>The Off-Premise Extension ETU provides for the termination and operation of a maximum of two off-premise extensions. Each ETU has a built-in ringer (RSG). Loop resistance up to 1600 ohms (including the Single Line Instrument) is acceptable between the OPX ETU and the Single Line Telephone.</p> <p>This ETU is installed in slots S1~S8 in any B64-U10 KSU. This ETU shares the total number of station ports in the system.</p>	6 ETUs 12 extensions	14 ETUs 28 extensions	22 ETUs 44 extensions
SLI(4)-U10 ETU	<p>The Single Line Interface ETU supports a maximum of four Single Line Telephones and/or analog voice mail ports. This ETU provides Ringing Signal Generator (RSG), and Message Waiting (MW) LED voltage to Single Line Telephones. System Software S4000 or higher is required.</p> <p>This ETU is installed in slots S1~S8 in any B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other station cards installed. This ETU shares the total number of station ports in the system.</p>	7 ETUs 24 ports	14 ETUs 56 ports	22 ETUs 88 ports

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
SLI(8)-U10 ETU	<p>The Single Line Interface ETU supports a maximum of eight Single Line Telephones and/or voice mail ports. This ETU provides Ringing Signal Generator (RSG), and Message Waiting (MW) LED voltage to Single Line Telephones.</p> <p>This ETU is installed in slots S1~S8 in the B64-U10 KSU.</p> <p>The maximum quantity allowed depends on other station cards installed. This ETU shares the total number of station ports in the system.</p>	6 ETUs 48 ports	14 ETUs 112 ports	14 ETUs 112 ports
VDH2(8)-U10 ETU	<p>The Voice Data Hub ETU allows integration of both Terminal and 10Base-T cables for local area network (LAN) into the same cable (10Base-T and 10Base-2 are supported).</p> <p>This ETU is installed in slots S1~S8 in the B64-U10 KSU.</p> <p>When this ETU is installed, the FCE-U10 Unit is required. This ETU shares the total number of station ports in the system.</p>	3 ETUs 24 extensions	6 ETUs 48 extensions	9 ETUs 72 extensions
VMS(2)-U10 ETU	<p>This ETU is installed in one of the interface slots. It has two channels of built-in Voice Mail.</p> <p>This ETU shares the total number of station ports in the system.</p>	1 VMS(2), VMS(4), or VMS(8)-U10 ETU		
VMS(4)-U10 ETU	<p>This ETU is installed in one of the interface slots. It has four channels of built-in Voice Mail.</p> <p>This ETU shares the total number of station ports in the system.</p>			
VMS(8)-U10 ETU	<p>This ETU is installed in one of the interface slots. It has eight channels of built-in Voice Mail.</p> <p>This ETU shares the total number of station ports in the system.</p>			
Optional Electronic Telephone Units				
ECR-U10 ETU	<p>The External Control Relay ETU provides common audible tone signaling using relay contacts for external ringing equipment and an audible output for external paging systems. Four External Tone Ringer Control relays, one Night Chime relay, three External Paging relays, and two General Purpose relays are provided.</p> <p>This ETU is installed in slots S1~S8 in the basic B64-U10 KSU.</p>	1 ETU		

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
PBR()-U10 ETU	The Push Button Receiver ETU detects and translates DTMF tones generated by Single Line Telephones, modems, or facsimile machines. The PBR provides four circuits.  Four PBR circuits are built in the CPUB()-U10 ETU.	1 ETU		
VRS(4)-U10 ETU	The Voice Recording Service ETU provides voice recording messages for internal stations, automatic answering on incoming outside calls, Delay Announcement messages for ACD/UCD by a voice recorded message, and receives DTMF tones. This ETU is installed in slots S1~S8 in the B64-U10 KSU.	2 ETUs	2 ETUs	2 ETUs
Terminals				
DCU-60-1(BK)/(WH) CONSOLE	This Attendant Console is equipped with 60 programmable line keys (each with two LEDs). Twelve keys can be programmed as Feature Access keys and 48 keys can be programmed as Direct Station Selection or outside line keys.	4		
DP-D-1A	This Doorphone may be used when DPH(4)-U10 ETU is installed.	4		
DTP-1-1(WH) TEL	This Single Line Telephone is a fully modular terminal with a flash key, Redial key, three-level ring volume control, data jack, and message waiting lamp. Each terminal requires an SLI(4)/(8)-10 ETU or SLT(1)-U10 ADP.	48	112	112
DTP-1HM-1(WH) TEL	This Single Line Telephone is a fully modular terminal with a flash key, Redial key, three-level ring volume control, data jack, message waiting lamp, and eight programmable Feature/Speed Dial keys. Each terminal requires an SLI(4)/(8)-U10 ETU or SLT(1)-U10 ADP.	48	112	112
DTP-2DT-1(WH) TEL	This is a fully modular terminal with two Flexible Line keys (each with two-color LED), eight function keys, built-in Speakerphone, and a large LED to indicate incoming calls and messages. This phone does not support any adapter. Each terminal requires an ESI(8)-U10 ETU.	56	118	118

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
DTU-4R-1(BK) TEL	<p>This D^{term} Cordless Lite Terminal can be connected to the Electra Elite System using an ESI port. The cordless terminal has a 2-line 16-digit LCD, dial pad, TALK key, HOLD key, TRF key, CNF key, MUTE key, a MSG LED, buzzer, and four function keys with red LEDs.</p> <p>This D^{term} Cordless Lite Terminal can be switched to the Multiline Terminal connected to it by pressing the DESK key on the base unit of the idle D^{term} Cordless Lite Terminal.</p>	30		
DTU-8-1(BK)/(WH) TEL DTP-8-1(BK)/(WH) TEL	This digital Multiline Terminal has eight programmable line keys (each with a two-color LED), built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units.	55	119	119
DTU-8D-2(BK)/(WH) TEL DTP-8D-1(BK)/(WH) TEL	<p>This digital Multiline Terminal has eight programmable line keys (each with a two-color LED), built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units.</p> <p>This terminal is also equipped with a 24-character, 3-line, adjustable Liquid Crystal Display (LCD).</p> <p>The DTU-8D-2 (BK)/(WH) TEL provides four softkeys.</p>	56	120	120
DTU-16-1(BK)/(WH) TEL DTP-16-1(BK)/(WH) TEL	This digital Multiline Terminal has 16 programmable line keys (each with a two-color LED), a built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units.	55	119	119
DTU-16D-2(BK)/(WH) TEL DTP-16D-1(BK)/(WH) TEL	<p>These digital Multiline Terminals are equipped with 16 programmable line keys (each with a two-color LED), a built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units.</p> <p>This terminal also has a 24-character, 3-line, adjustable Liquid Crystal Display (LCD).</p> <p>The DTU-16D-2 (BK)/(WH) TEL provides four softkeys.</p>	56	120	120

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
DTU-32-1(BK)/(WH) TEL DTP-32-1(BK)/(WH) TEL	This digital Multiline Terminal has 32 programmable line keys (each with a two-color LED), a built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units.	55	119	119
DTU-32D-2(BK)/(WH) TEL DTP-32D-1(BK)/(WH) TEL	This digital Multiline Terminal is equipped with 32 programmable line keys (each with a two-color LED), a built-in speakerphone, a Large LED to indicate incoming calls and messages, headset jack, and compatibility with ADA-U, APR-U, CTA-U, CTU(C)-U, CTU(S)-U, HFU-U, and VDD-U Units. This terminal has a 24-character, 3-line, adjustable Liquid Crystal Display (LCD). The DTU-32D-2 (BK)/(WH) TEL provides four softkeys.	56	120	120
ETW-4R-1(BK) TEL	This D^{term} Cordless Terminal can be connected to the Electra Elite System using an ESI port. The terminal has a cordless handset, a 10-digit, 2-line LCD, dial pad, TALK key, HOLD key, TRF key, CNF key, SPD key, a MSG LED, optional vibrator, and four function keys with red LEDs. This D^{term} Cordless Terminal can be switched to the Multiline Terminal connected to it by pressing the DESK key on the base unit of the idle D^{term} Cordless Terminal.	9		
ETW-8-1/2(BK)/(SW) TEL	This terminal is a fully modular instrument with tilt stand, eight Flexible Line keys (each with two-color LED), eight function keys, built-in speakerphone, ADA compatibility, and a large LED to indicate incoming calls and messages.	55	119	119
ETW-16DC-1/2 (BK)/(SW) TEL	This terminal is a fully modular instrument with tilt stand, 16 Flexible Line keys (each with two-color LED), eight function keys, built-in speakerphone, ADA compatibility, and a large LED to indicate incoming calls and messages. This terminal has a 16-character by 2-line Liquid Crystal Display (LCD).	56	120	120

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
ETW-16DD-1/2 (BK)/(SW) TEL	<p>This terminal is a fully modular instrument with tilt stand, 16 Flexible Line keys (each with two-color LED), eight function keys, 20 programmable One-Touch keys with red LEDs, built-in speakerphone, ADA compatibility, and a large LED to indicate incoming calls and messages.</p> <p>This terminal has a 16-character by 2-line Liquid Crystal Display (LCD).</p>	56	120	120
ETW-24DS-1/2(BK)/(SW) TEL	<p>This terminal is a fully modular instrument with tilt stand, 24 Flexible Line keys (each with two-color LED), eight function keys, 12 programmable One-Touch keys, dual-path ability, built-in speakerphone, ADA compatibility, and a large LED to indicate incoming calls and messages.</p> <p>This terminal has a 16-character by 2-line Liquid Crystal Display (LCD).</p>	56	120	120
EDW-48-1/2(BK)/(SW) CONSOLE	<p>This console has a tilt stand, 48 programmable keys with dual LEDs (green and red) and 12 function keys with red LED. All 48 keys can be assigned as DSS keys, outside line keys, or function keys.</p>	4		
Adapters and Optional Units				
ACA-U Unit	<p>The AC Adapter unit connects to one of the following: APR-U Unit, CTA-U Unit, CTU(C)-U Unit, CTU(S)-U Unit, or HFU-U Unit.</p>	One per Multiline Terminal as required		
ADA-U Unit	<p>This Ancillary Device adapter provides the Digital Multiline Terminal with connection for a tape recorder.</p> <p>This adapter can be installed on any Electra Elite or <i>D^{term}</i> Series E Multiline Terminal except DTP-2DT-1(WH) TEL.</p>	56	120	120
ADA(1)-W (BK)/(SW) Unit	<p>This Ancillary Device adapter provides the Electra Professional Multiline Terminal with connection for headset, or audio recorder.</p> <p>This adapter can be installed on any Electra Professional Multiline Terminal.</p>	56	120	120
ADA(2)-W (BK)/(SW) Unit	<p>This Ancillary Device adapter provides the Electra Professional Multiline Terminal with connection for Cordless Telephone.</p> <p>This adapter can be installed on any Electra Professional Multiline Terminal.</p>	56	120	120

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
APR-U Unit	When this Analog Port Ringer adapter is used, an additional Single Line Telephone or a modem can be connected to an Electra Elite Multiline Terminal. This adapter can be installed on any Electra Elite or <i>D^{term}</i> Series E Multiline Terminal except DTP-2DT-1(WH) TEL.	56	120	120
CTA-U Unit	TAPI (Microsoft Telephony Application Programming Interface) adapter allows an Electra Elite Multiline Terminal to be connected to a PC. This adapter can be installed on any Electra Elite or <i>D^{term}</i> Series E Multiline Terminal except DTP-2DT-1(WH) TEL.	32	32	32
CTU(C)-U Unit	This unit is a CTA adapter for Universal Serial Bus with a Coreline, VDH2(8)-U10 ETU, connection. This adapter can be installed only on any <i>D^{term}</i> Series E Multiline Terminal except DTP-2DT-1(WH) TEL.	32	32	32
CTU(S)-U Unit	This unit is a CTA adapter for Universal Serial Bus with an ESI(8)-U10 ETU connection. This adapter can be installed only on any <i>D^{term}</i> Series E Multiline Terminal except DTP-2DT-1(WH) TEL.	32	32	32
DBM(B)-U10 Box	This Message Display Board is connected to the ESI(8)-U10 ETU to provide a message waiting light for voice mail boxes. Each board supports eight message waiting lights.	8	8	8
DBM(E)-U10 Box	Expansion Message Display Board. Each board supports eight message waiting lights. Up to five DBM(E)-U10s can be connected to one DBM(B)-U10.	40	40	40
HFU-U(BK)/(WH) Unit	This optional Handsfree Unit provides full-duplex handsfree communication. This unit comes with the handsfree adapter and an external microphone. This adapter can be installed on any Electra Elite or <i>D^{term}</i> Series E Multiline Terminal.	56	120	120
PCT(C)-U10 Unit	NEC PC Telephony Board (TAPI) with a Coreline interface. The VDD-U Unit is built into the PCT(C)-U10 so that this unit can connect directly to the VDH2(8)-U10 ETU. This unit can be connected directly to the test port. This unit can be installed on the ISA bus on any IBM-compatible PC.	32	32	32

Equipment Name	Description	Basic KSU	Basic + 1 Expansion KSU	Basic + 2 Expansion KSUs
PCT(S)-U10 Unit	NEC PC Telephony Board (TAPI) without a modem. This unit can be installed on the ISA bus on any IBM-compatible PC.	32	32	32
RAK-U10 Unit	This 19" unit is used to simplify installation by rack mounting the Electra Elite 192 system.	1	2	3
SLT(1)-U10 ADP	The Single Line Telephone Adapter provides an interface for Single Line Telephones and other similar devices from an ESI ETU channel. This adapter can be connected to any ESI port.	8		
VDD-U Unit	The Voice/Data Interface Adapter provides LAN split for digital terminals when the VDH2(8)-U10 ETU is used. This unit is used to incorporate LAN and telephone lines into one cable. This adapter can be installed on any Electra Elite or <i>D^{term}</i> Series E Multiline Terminal (except DTP-2DT-1(WH) TEL) connected to a VDH2(8)-U10 ETU.	24	48	72
WMU-U Unit	This Wall Mount Unit is used to mount any Electra Elite Multiline Terminal to the wall. This unit connects to the back side of the Multiline Terminal. This unit is required when an APR-U Unit, CTA-U Unit, HFU-U (BK)/(WH) Unit, or a VDD-U Unit is installed.	56	120	120
WMU-W Unit	This universal Wall Mount Unit is used to mount any Electra Professional Multiline Terminal to the wall.	56	120	120
Software				
SAT S/W (END USER) S4000	System Administration Terminal Software for End User.	N/A	N/A	N/A
SAT S/W (TECH) S4000	System Administration Terminal Software for Technician.	N/A	N/A	N/A
SAT LCR Version 2.00	System Administration Terminal Software for Least Cost Routing.	N/A	N/A	N/A

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HEADSETS

NEC

NEC America Inc.
Business Terminals Division

ENGINEERING TECHNICAL INFORMATION

Compatible Headsets for NEC Electra Elite/D^{term} Series E Terminals

ETI

ETI Number: EET - 002A
Date: August 1998

1. General

This Engineering Technical Information (ETI) Bulletin lists headsets which are compatible with NEC Electra Elite and D^{term} Series E Multiline Terminals. All headsets listed should not be used with external M-10 headset amplifier. Amplification is provided by the Multiline Terminal.

2. Headset Manufacturers and Compatible Models

2.1	Plantronics	NSET N3001	<u>Monaural headset</u>	PRISED ON SCHEDULE A
		NSET N3002	Monaural headset with noise canceling mic	
		NSET N3101	Binaural headset	
		NSET N3102	Binaural headset with noise canceling mic	
2.2	Plantronics	P51N-U10P Supra Polaris	Monaural headset with noise canceling mic	
		P51-U10P Supra Polaris	Monaural headset	

Note: NSET is sold exclusively through Global Telecomp (888) 599-1555. Other Plantronics headsets are sold through authorized Plantronics dealers.

3. Installation

The headset is to be plugged into the headset jack on the bottom of the Electra Elite or D^{term} Series E Multiline Terminal. To operate the headset, a line key or softkey must be enabled on the Multiline Terminal. On the EPRO Level I, however, the Speaker key will be used to toggle headset/handset operation instead of a Line key. Consult PBX or KTS programming manuals for this information.

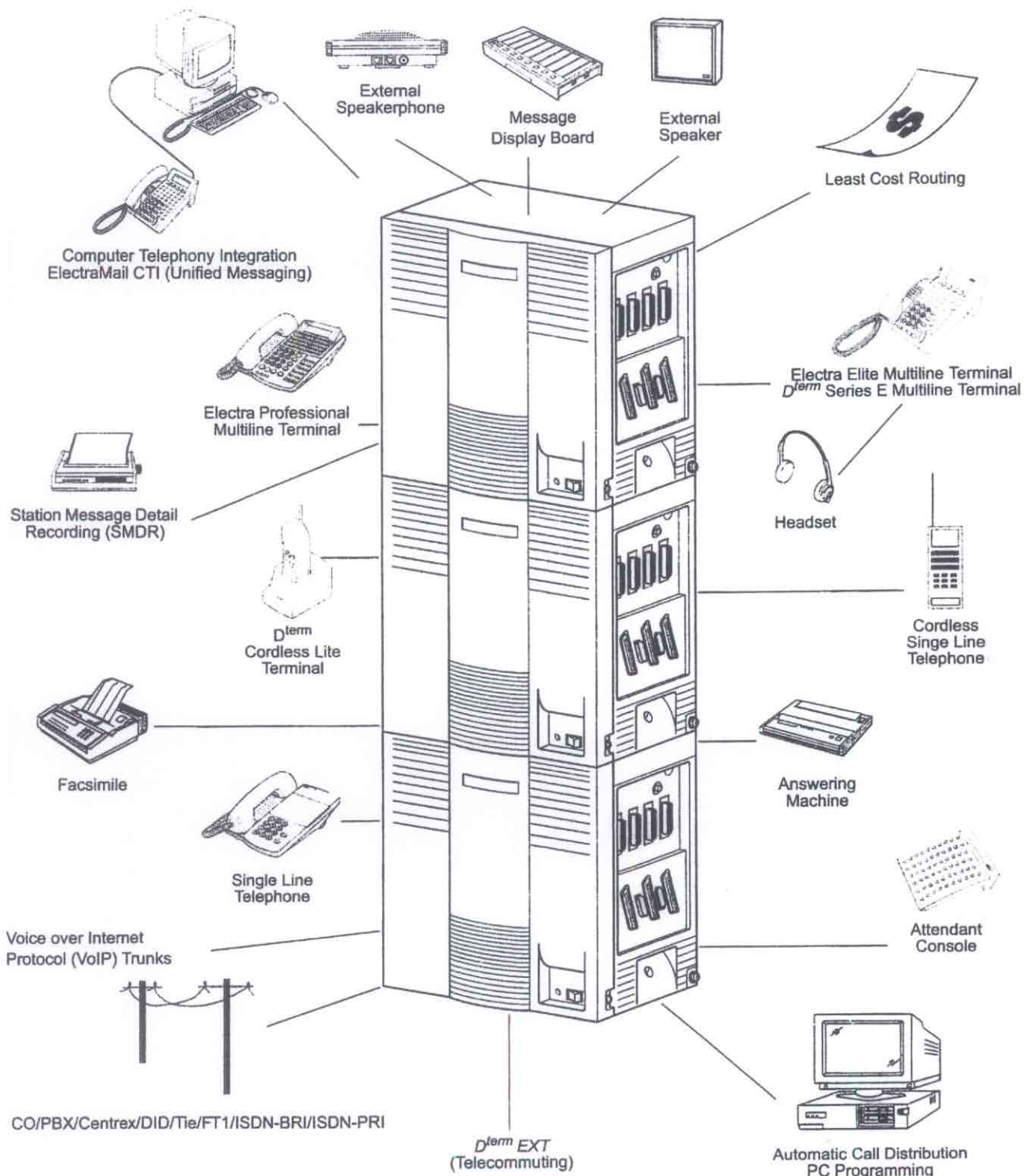


Figure 1-1 System Configuration Example

CONNECTION PROTECTION DIVISION

► Overview

► Network Dangers and Protection

► Central Office Products

► Outside Plant Products

► Customer Premise Products

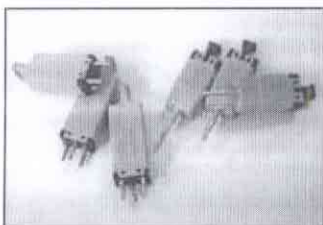
► Frequently Asked Questions

► Ask the Expert

► Ordering Information



CUSTOMER PREMISE PRODUCTS



Delta Protector

[Return to Customer Premise Products](#)

Delta™ Protector for Digital Switch Protection

The Delta protector module combines a very high speed nanosecond diode with a high power, three-element gas tube. When exposed to high voltage strikes, the diode, with extremely fast rise time, reacts in less than 10 nanoseconds to clamp the voltage strike until the gas tube ionizes its own path to ground. This type of gas tube protection is particularly effective in protecting digital switching system integrated line circuits. The gas tube module is vent safe, providing protection even if the gas tube seal is ruptured and the gas is vented.

Gas Tube

Gas tube modules are a dependable means of protecting equipment from voltage surges. They are available in two and three element configurations depending upon customer preference.

Solid State

These are compatible with various digital equipment requiring premium protection. They are available in single-pin and five-pin configurations.

UL Listed

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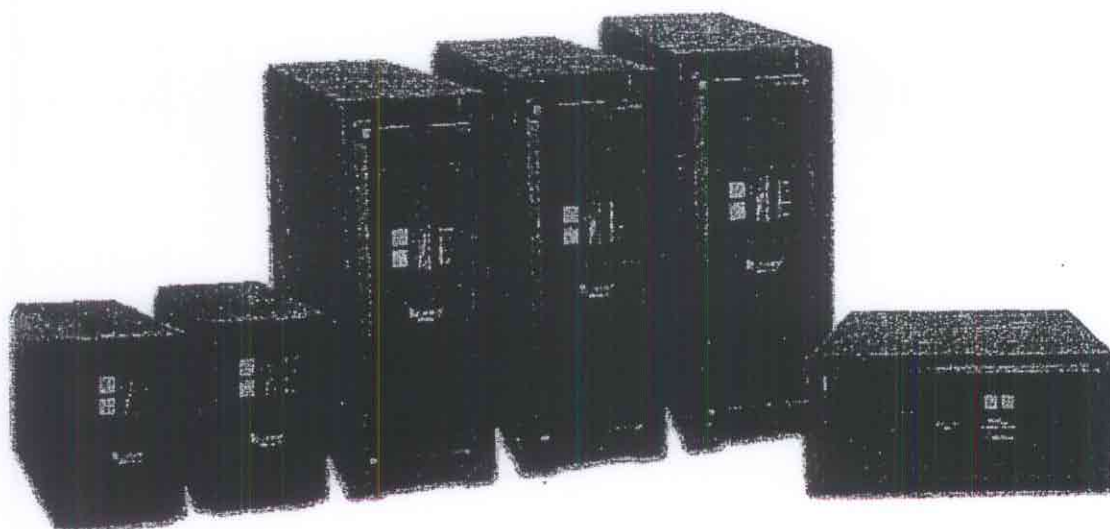


UPStation GXT and GXT 2U 700 VA TO 10 kVA SINGLE PHASE UPS

Description — Standard Equipment Standard GXT Model - 120 VAC

The UPStation GXT UPS modules are a true on-line design with a sine wave output. Each unit is provided with a detachable 6 foot input cord with NEMA 5-15P plug for 700, 1000, and 1500 VA units, attached 6 foot input cord with 5-20P plug for the 2000 VA unit, and L5-30P plug for the 3000 VA unit, and are 120 VAC, 60 or 50 Hz. The 120 VAC UPS models are UL and c-UL listed. All models include input and output noise suppression; input power factor correction; two step battery recharge; PWM inverter; integral sealed, non-spillable, user replaceable battery; battery fuses; automatic and manual battery test feature with push button and indicator; microprocessor-based control and monitoring package; two speed fan; automatic restart; RS232 communication port; Intellislot™ communications port; output voltage selector switches (for 100, 110, 120, and 127 VAC); and integral dynamic bypass. The LED display provides annunciation of battery capacity; percentage of UPS load; battery operation; bypass operation and UPS fault condition. The rack-tower models are also supplied with securing flanges (*Note: The securing flanges do not support the weight of the UPS and rack slides or shelves are required*). The UPStation GXT UPS has a two year warranty that covers parts and labor.

Note: Mounting support rails, rack slide or rack shelves are not supplied with the UPS, but are optional equipment.



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MAX® 8**MULTI-USE
AC**

Premier Surge Protection Technology for AC Power Products

FEATURES**SurgeGate™ Circuitry**

Our exclusive SurgeGate™ circuitry is a "power monitoring" system that protects AC equipment against prolonged over-voltages, as well as surges. In the event of a prolonged over-voltage, SurgeGate™ Circuitry will disconnect power to equipment, then automatically reconnect it once power has returned to a safe level. (Overvoltage Shutoff @ 147v)

Expandable Protection

Customize your signal line protection with an unlimited number of add-on MAX AllPath® Modules.

Eight AC Power Outlets

All outlets are spaced for transformers. Four Always On and four Switched outlets provide maximum flexibility.

Eight Foot Power Cord

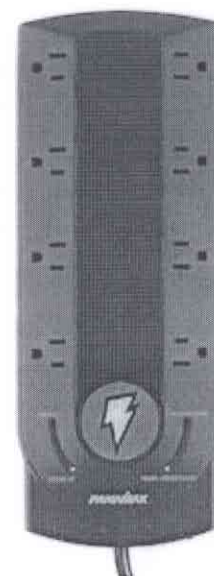
With space saving right angle plug.

WARRANTIES**\$5,000,000 Connected Equipment Protection Policy**

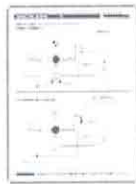
Panamax will protect your equipment or we will repair or replace up to \$5,000,000!

Lifetime Product Warranty

The surge protector shall be free of any defects in design, materials, or workmanship, and Panamax will repair or replace any defective product.

**MSRP: \$54.95 (US)****Part #: M8**

Replaces: MAX 6 GNM06C

Qty:
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Data
Sheets](#)[Connection
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Releases](#)[Testi-
monials](#)[Images](#)[Technical
Articles](#)[SKU
Sheets](#)**Technical Specifications for the MAX® 8**[AC SPECIFICATIONS](#)[PRODUCT FEATURES](#)

Protect or Disconnect Circuitry	Yes	Number of Outlets	
Thermal Fusing	Yes	Always On Outlets	
Catastrophic Surge Circuit	Yes	Switched Outlets	
Single Pulse Energy Dissipation	1650 Joules	Delayed Outlets	
Spike Capacity	52,000A	Cord Length	
EMI/RFI Noise Filtration	50dB (99.7%)	Plug Type	Right /
Line Voltage	120VAC, 50/60 Hz	Length	
Clamping Level	330V	Width	
Initial Clamping Level	141V RMS/200V Peak	Height	
Protection Modes	L-N, N-G, L-G	Weight	2.68
Maximum Current Rating	15A (1800W)		
Response Time	<1ns		

TELCO SPECIFICATIONS

Not Applicable

AGENCY & WARRANTY

Agency Approval	c
Product Warranty Length	Life
Connected Equipment Warranty Length	Life
Connected Equipment Warranty Amount	\$5,000
Lightning Protection	

COAX SPECIFICATIONS

Not Applicable

PACKAGING SPECIFICATIONS

Packaging Type	Clam
Packaging Length	
Packaging Width	
Packaging Height	
Master Carton Length	14
Master Carton Width	
Master Carton Height	
Master Carton Weight	20
Master Carton Quantity	

SCL/8 SPECIFICATIONS

Not Applicable

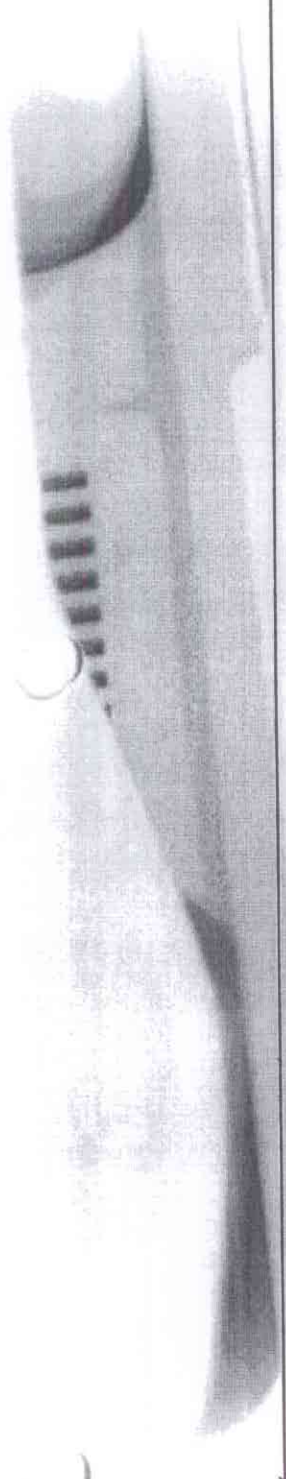
RCA SPECIFICATIONS

Not Applicable

NEC Analog Telephones



An Ideal Accessory For Your NEC Electra® and NEAX® Platforms



Corridors, lobbies and manufacturing areas; conference rooms, mail rooms and receiving docks — many areas in your business may never require the power and versatility of a digital multiline phone, but they do need to stay in touch. So, NEC offers a highly affordable analog solution: the DTP Analog Phone. The DTP Analog Phone brings quality, reliable NEC engineering to a simple, single-line analog set. With the DTP Analog Phone, non-critical locations within your company can be

connected to your NEC communication system with a basic, cost-effective analog connection. Users can dial access many of the system's basic features, like voice mail, paging, transfers and more. Companies benefit by keeping low-traffic locations connected at lower costs.

The NEC Analog Phone is as easy to use as most basic home phones, and is priced about the same. Built for plug-and-play integration with any member of the Electra or NEAX Family of communications systems — the NEAX2400 IMX — Integrated Multimedia eXchange and the NEAX2000 and NEAX1000 IVS — Integrated Voice Server — and the Electra Elite®. The DTP Analog Phone comes in two basic configurations: the DTP-1 and the DTP-1HM. The DTP-1HM comes with 8 speed dial

buttons for quick access to frequently dialed numbers or features. This adds to user productivity and convenience. Additional value-driven features for both DTP-1 and DTP-1HM models include:

- 12-Foot Handset Cord
- Hearing Aid Compatibility
- Receive Call Volume Control
- Ring Volume Control
- Large Message Waiting Indicator Lamp
- Built-In Wall Mount Unit

The DTP Analog Phone also comes with a dedicated data jack for connecting a computer with a modem, making it an ideal choice for hotel guest rooms.

With the DTP Analog Phone NEC continues to be your single-source provider for all your business communications needs.



NEC

NEC Analog Telephones

Features

DTP-1 and DTP-1HM

Size:	224mm x-158mm +/- 5mm (Length x Width)
Color:	Soft White or Black
Dial Pad:	12-Key Dial Pad: 4 Rows and 3 Columns Metropolitan Dial Pad with Alphabet, * and # buttons Button 5 has a Raised Dot
Type of Dial:	DTMF and Dial Pulse
Function Buttons:	Hookflash, Redial Key
Message Waiting Lamp:	Neon Lamp Windows Design — Glow Through Filter Raised from Surface Incoming Ring Indication
Speed Dial: (DTP-1HM Only)	Operating Voltage: Activation Voltage 88V to 108V Deactivation Voltage 53V or Less 8 Buttons (2 Columns), Maximum 32 Digits 600+/- 10ms (Fixed)
Hookflash Timer:	600+/- 10ms (Fixed)
Redial Key:	Maximum of 32 digits
Ring Vol. Control:	2 Levels (Low, High)
Handset Receiver Volume:	3 Levels (Low, Medium, High)
Handset:	Hearing Aid Compatible Dynamic Type Element
Handset Cord:	12 feet
Directory Card:	Large Convenient Directory Card
Data Jack:	Dedicated Jack Used for Connection to Modem, Speakerphone, etc. Position: Back of Telephone
Wall-Mount Unit:	Built-in
Electrostatic Discharge:	Can Withstand +/- 20kv Discharge
Approvals:	c-UL (UI 1459 3rd Edition) FCC part 15, 68 IC (Industry Canada)



Electra, Electra Elite, NEAX and the NEAX family of products are registered trademarks of NEC America, Inc.



770481

Rev. 6/00

To find out more about DTP Analog Phones, and how NEC's powerful, versatile and dynamic technology platforms can work for you, contact your local NEC dealer, call us at 1-800-TEAM NEC or visit our Web site at: www.cng.nec.com

NEC America, Inc. Corporate Networks Group
1555 W. Walnut Hill Lane, Irving, TX 75038-3796

NEC

A&J Technologies, Inc.

Sales Tax Exemption: VA 0019517977

D&B Number: 13-052-8540

FED ID Number: 54-2015679

Incorporation Date: 3/84

Contractors License #: 2701 027634A

Company Background

Founded in 1984, A&J Technologies has evolved into a full service network/telephony integration company that provides design, procurement, implementation and support for data and telecommunication networks.

Our relationships with leading technology companies, such as Cisco, Microsoft, IBM, NEC, AT&T, Bell Atlantic, Compaq, 3COM and Altigen provides us the capability to offer the very latest developments for improving your business process.

Providing end to end solutions and support for entire networks require unique abilities of many different teams within our organization. By integrating the knowledge of each team we are able to provide a custom solution to meet our customers requirements.

The following teams form the foundation for bringing business and technology together:

Systems Integration

Our Systems Integration team provides the expertise to assist our clients with the complex task in integrating emerging technologies into their existing network infrastructure. Our certified engineers have years of experience in providing solutions for local and wide area networks and mainframe connectivity.

Their expertise includes design, procurement, implementation, and support of multi-vendor multi-platform local and wide area data networks. Solutions include:

- Network Systems integration
- Systems Engineering & support
- Operations Management
- Systems Planning
- Reconfiguration & Performance Tuning
- Voice/Data Integration
- Remote Network Management

Telephone Systems

By working closely with our vendors and our customers the Telephone Systems Team is able to provide unique approaches to handling today's telecommunications challenges.

We provide design, procurement, implementation and support of telecommunication systems that will transform the way people communicate. Our expertise is unmatched in:

- Telephone Switch Systems
- Telephone Work Groups
- PBX/LAN Integration
- Computer-Telephony Integration (CTI)
- Voice Mail Systems
- Integrated Messaging

Communication Services

Access to information and people across the world are a necessity in today's business environment. As an Authorized AT&T and Bell Atlantic agent, we offer cost-effective solutions that work within our clients' existing infrastructure. We preserve your investments without limiting future growth by offering a full range of products and services that include:

Voice Line Provisioning

- Standard
- ISDN
- CENTREX

Data Line Provisioning

- ISDN
- Digital Data Service
- Switched Services
- Frame Relay
- SMDS
- ATM
- SONET

Cabling Services

Our depth of experience in the design and implementation of cabling systems throughout the communications infrastructure enables us to provide highly integrated cabling systems. Each project includes initial planning, project management, installation and testing. Cabling includes:

- | | |
|--------------|--------------|
| ▪ Phone | ▪ Category 5 |
| ▪ Data | ▪ Category 6 |
| ▪ Category 3 | ▪ Plenum |
| ▪ Category 4 | ▪ Fiber |

Our Commitment

A&J Technologies commitment to our customers is to provide a single source solution to their business requirements by establishing a leadership position in the technology of Voice and Data networks. We provide total infrastructure solutions to meet the business challenges of reducing cost, increasing revenue, and achieving a competitive advantage.



A&J
TECHNOLOGIES

Systems Integration

Telephone Systems

Cabling Services

Access Services

A & J Technologies, Inc.

2215 Tomlynn St. • Richmond, Virginia 23230

804-353-2800 • FAX: 353-4065

www.ajtech.com

June 17, 2002

D.I.T.
Commonwealth of Virginia
110 S. 7th Street
Richmond, VA 23219

Dear Paul Dodson and Dave Butler:

We at A&J have read the RFP #2002-045 in its entirety. We will comply with ALL terms and conditions set forth by the State as well as DIT. As instructed we have paid special attention to pages 17-22 of the RFP and will also comply with those conditions as well. We will adhere to all TIA/EIA standards and regulations.

A&J guarantees an on site response time for service issues to be a minimum of 4 hours for major system failures and next business on site service for minor system problems.

NEC complies with the specs set forth by DIT, but I would like to call attention to several features that may be of interest to the Commonwealth:

The ability to attached caller-id information to a voicemail message.

The ability to record conversations with proposed voicemail systems.

Interactive displays for easy use of Features (phone/VM), as well as system administration.

Thank you for the opportunity. If there is any need for clarification please fell free to give me a call at the above number. I will be more than happy to assist you.

Sincerely,

Casey H. Green
Consultant
A&J Technologies